



SHELBY COUNTY BOARD OF COMMISSIONERS

COMMITTEE AGENDAS

Wednesday, April 08, 2009

04/03/2009 10:18 AM

[NOTE: All Committee meetings will be held at the Shelby County Administration Building, 160 N. Main Street, 4th floor conference room unless otherwise noted]

Wednesday, April 08, 2009

8:30 a.m.	Committee # 1 - BUDGET AND FINANCE
9:00 a.m.	Committee # 2 - PUBLIC WORKS
9:30 a.m.	Committee # 4 - LAW ENFORCEMENT, FIRE, CORRECTIONS & COURTS
10:20 a.m.	Committee # 7 - ECONOMIC DEVELOPMENT AND TOURISM
10:25 a.m.	Committee # 8 - COMMUNITY SERVICES
10:30 a.m.	Committee # 10 - GENERAL GOVERNMENT
10:50 a.m.	Committee # 11 - CORE CITY, NEIGHBORHOODS AND HOUSING
11:05 p.m.	Committee # 12 - LEGISLATIVE
11:25 p.m.	Committee # 13 - AUDIT

8:30 a.m. Committee # 1 - BUDGET AND FINANCE

1. Resolution requiring the layoff of 100 General Fund employees on or before June 30, 2009 in accordance with the Civil Service Merit Act's layoff procedures. Sponsored by Commissioner J. W. Gibson.

2. Resolution approving the change in status of Judicial Commissioner, Damita Dandridge's position from part-time Judicial Commissioner to full time Judicial Commissioner. Sponsored by Commissioner Sidney Chism.

9:00 a.m. Committee # 2 - PUBLIC WORKS

1. A resolution approving a contract in the amount of \$105,000.00 with AFRAM Corporation for design services for the replacement of the Ward Road bridge and approaches over Big Creek Drainage Canal and this item requires an expenditure of State Gas Tax Funds in the amount of \$105,000.00. Sponsored by Commissioner Wyatt Bunker.

2. A resolution approving Amendment No. 8 to Contract No. CA992518 with Fisher & Arnold, Inc. for environmental and design services for Fite Road from U.S. Highway 51 to Woodstock Boulevard and a bridge over the CNIC Railroad and approving the use of previously appropriated federal through state funding and local matching funds for the SAID Amendment No. 8. This item requires an expenditure of County CIP Funds in the amount of \$68,000.00 with eighty percent (80%) of the total cost (\$54,400.00) to be reimbursed with federal grant funds from the Tennessee Department of Transportation. Sponsored by Commissioner Wyatt Bunker.
3. Resolution requesting the county mayor to work with the town of Collierville to make the Cotton Creek sewer system a gravity system or, in the alternative, to terminate the Cotton Creek sewer project by joint agreement with the Town of Collierville and terminate the supporting contracts with AFRAM and Spring Creek Ranch, LLC; and authorizing the county mayor to sign any and all documents necessary to effectuate same. Sponsored by Commissioner Mike Ritz.

9:30 a.m. Committee # 4 - LAW ENFORCEMENT, FIRE, CORRECTIONS & COURTS

1. ORDINANCE - FIRST READING - An Ordinance by the Shelby County Board of Commissioners amending the Shelby County Fire Code, as adopted by the Shelby County Board of Commissioners in Ordinance # 251 on September 10, 2001, so as to make certain changes as hereinafter set out and establish an effective date therefore. Ordinance sponsored by Commissioner Chism. (DEFERRED FROM 3/16/09)
2. A resolution approving a contract and amending the FY 2009 Operating Budget and Position Control Budget in the amount of \$160,000.00 for the Shelby County Office of Preparedness to accept a grant from the Interoperable Emergency Communications Grant Program (IECGP) in the amount of \$160,000.00, to appropriate said funds, and to approve a grant contract for same and this item requires the expenditure of pass through grant funds under the U.S. Department of Homeland Security Grant Programs in the amount of \$160,000.00 sponsored by Commissioner Sidney Chism.
3. DISCUSSION - Criminal Justice Coordination Council -reducing the time from crime to grand jury and obtaining sentences from local courts that put the cost of incarceration on the state and not the county.
4. DISCUSSION - Transition of child support cases from Juvenile Court to Chancery and Circuit Courts.

10:20 a.m. Committee # 7 - ECONOMIC DEVELOPMENT & TOURISM

1. Resolution declaring the intent of the Shelby County Board of Commissioners to donate the County's interest in the Mid-South Coliseum arena and the Liberty Bowl real property to the City of Memphis without monetary consideration; requesting the County Mayor's administration seek to facilitate said donation; and authorizing the County Mayor to execute quit claim deeds and other necessary documents. Sponsored by Commissioner Mike Ritz.

10:25 a.m. Committee # 8 - COMMUNITY SERVICES

1. Resolution to amend the FY 2009 Operating Budget to increase grant funds from the U. S. Department of Health and Human Services for the 2009 Ryan White Comprehensive AIDS Resources Emergency Act HIV Relief Grant Program Part A (CARE Act) grant fund in the amount of \$2,143,395.00. Resolution approves contract amendment pursuant thereto increasing encumbrance in the amount of \$1,659,714.00 with United Way of the Mid-South for administrative costs and service provider contracts for the purpose of administering HIV Emergency Relief Project grants for the period of April 1, 2009 – February 28, 2010. This item requires expenditure of federal grant funds in the amount of \$2,143,395.00. Sponsored by Commissioner George Flynn.

10:30 a.m. Committee # 10 - GENERAL GOVERNMENT

1. ORDINANCE - FIRST READING - An Ordinance to amend the Shelby County Code of Ordinances, Chapter 12.5, Article II, Sections 12.5-51 to 12.5-63, entitled "Code of Ethics." Sponsored by Commissioner Mike Ritz. (DEFERRED FROM 3/25/09)
2. ORDINANCE - FIRST READING - An Ordinance to amend the Shelby County Code of Ordinances, Chapter 12, Article II, Section 12-26 to 12-66 relative to the regulation of the Civil Service Merit System. Sponsored by Commissioner Mike Carpenter
3. Resolution amending previously adopted Resolution Number Fourteen (14) adopted September 22, 2008 entitled "Resolution approving the appointments to various boards and commissions for 2008/2009 by the Chairman of the Shelby County Board of Commissioners", by appointing Commissioner Steve Mulroy to the Shelby Farms Park Conservancy Board and Commissioner Matt Kuhn to the Agricenter Commission. Sponsored by Chairman Deidre Malone.

4. Resolution reappointing Scott Peatross as Public Administrator of the Shelby County Probate Court. Sponsored by Commissioner Joe Ford.

10:50 a.m. Committee # 11 - CORE CITY, NEIGHBORHOODS AND HOUSING

1. Resolution approving a complaint against mortgage lending institutions who have participated in unlawful, irresponsible, unfair, deceptive, and discriminatory lending practices as required by a resolution adopted as item no. 25 on December 22, 2008; and authorizing the County Mayor to engage outside counsel on a contingency fee basis, to engage a non-profit organization that provides legal services, and to provide in-kind services to, and pay a portion of the reasonable fees, costs and expenses incurred by, said not-profit organization if necessary. Sponsored by Commissioner J. W. Gibson, II. (DEFERRED FROM 3/25/09)

11:05 a.m. Committee #12 - LEGISLATIVE

1. DISCUSSION - Update on commissioner's conversations with state legislators regarding the Shelby County legislative package

11:25 a.m. Committee # 13 - AUDIT

1. DISCUSSION - General Sessions Court Clerk audit.

ITEM # _____

PREPARED BY _____

APPROVED BY: _____

RESOLUTION REQUIRING THE LAYOFF OF 100 GENERAL FUND EMPLOYEES ON OR BEFORE JUNE 30, 2009 IN ACCORDANCE THE CIVIL SERVICE MERIT ACT'S LAYOFF PROCEDURES. SPONSORED BY COMMISSIONER J. W. GIBSON.

WHEREAS, The Civil Service Merit Act in Section 12-44 states "Notwithstanding the other provision of this article, if conditions in any department or office of the county or the financial condition of the county necessitates a reduction in the workforce, the required reduction shall be in such class or classes as the appointing authority designates."

WHEREAS, To balance the General Fund operating budget for the fiscal year beginning July 1, 2009 a reduction in expenditures is necessary; and

WHEREAS, Personnel costs make up approximately 70% of all General Fund expenditures; and

WHEREAS, The Administration has recommended a reduction in the workforce of 100 employees as one of the expenditures reductions; and

WHEREAS, Those layoffs would be distributed between the elected officials based on their pro rata share of the total number of permanent positions in the proposed FY2010 General Fund operating budget; and

WHEREAS, The layoffs need to occur no later than June 30, 2009 in order to fully impact FY2010.

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That 100 General Fund employees shall be laid off on or before June 30, 2009 as listed in the attached schedule by elected official in accordance the with Civil Service Merit Act's layoff procedures.

BE IT FUTHER RESOLVED, That each elected official shall notify the Human Resources Administrator of the individuals to be laid off by May 1, 2009 to provide these employees reasonable notice and to give a reasonable time for Human Resources to assist these employees in any way possible.

BE IT FURTHER RESOLVED, That the position from which each employee is laid off shall be eliminated from the FY2010 budget.

BE IT FURTHER RESOLVED, That any elected official may chose to eliminate any permanent General Fund position becoming vacant between March 1, 2009 and May 31, 2009 to meet their required number of layoffs.

BE IT FURTHER RESOLVED, That any Elected Official may provide for layoffs required by another Elected Official.

A C Wharton, Jr.
County Mayor

Date: _____

ATTEST:

Clerk of County Commission

SUMMARY SHEET

I. Description of Item

The County Commission requested that the Mayor's Administration provide recommendations to balance the Fiscal 2010 General Fund budget without raising property taxes. On February 25, 2009, the Mayor's Administration provided recommendations to balance the Fiscal 2010 General Fund budget as requested. The recommendations included a layoff of at least 100 employees and it was noted that such layoffs would have to occur prior to July 1, 2009 to accomplish the required expenditure reduction. In order to give elected officials time to determine who to layoff and to give those employees reasonable notice and assistance, this resolution requires notification to Human Resources of the employees to be laid off by May 1, 2009. This resolution requires the layoff of 100 General Fund employees by June 30, 2009. However, it allows elected officials to count positions vacated between March 1, 2009 and May 31, 2009 to help reduce the number of employees laid off.

II. Source and Amount of Funding

Not applicable

III. Contract Items

Not applicable.

IV. Additional Information Relevant to Approval of this Item

Administration recommends approval of this resolution.

General Fund
Allocation of Lay-off of 100 Employees
Excluding the Jail Operations

	<u>Budgeted Positions</u>	<u>Allocations</u>
Mayor's Administration	796	26
Sheriff (1)	939	31
Judicial		
Chancery	25	1
Circuit	45	1
Criminal	95	3
General Sessions	185	6
Probate	13	0
Juvenile Court Clerk	91	3
Juvenile Court	245	8
Attorney General	96	3
Public Defender	87	3
Divorce Referee	6	0
Jury Commission	5	0
Other Elected Officials		
Legislative/EOC	35	1
Assessor	153	5
County Clerk	103	3
Register	29	1
Trustee	76	3
Total	<u>3,024</u>	<u>100</u>

(1) Excluding Jail Operations and Jail East of 1,077

ITEM LANGUAGE: Resolution requiring the layoff of 100 General Fund employees on or before June 30, 2009 in accordance with the Civil Service Merit Act's layoff procedures. Sponsored by Commissioner J. W. Gibson.
ITEM ID: 623

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STEP: Originator
DATE: 3/17/2009
ORIGINATOR: mike.swift Phone Number:545-4269
DECISION: APPROVE - Send To Department Head

STEP: Department Head
DATE: 3/17/2009
APPROVER: mike.swift Phone Number:545-4269
DECISION: APPROVE - Send To Division Director

STEP: Division Director
DATE: 3/17/2009
APPROVER: jim.huntzicker
DECISION: APPROVE - Send To Attorney

STEP: Attorney Gatekeeper
DATE: 3/17/2009
APPROVER: edna.ward
DECISION: Send To Attorney

STEP: Attorney
DATE: 3/18/2009
APPROVER: christy.kinard
DECISION: APPROVE - Send To Budget Review

STEP: General Budget Review
DATE: 3/18/2009
APPROVER: wanda.richards
DECISION: APPROVE - Send To Finance Department Administrator

STEP: Finance Administrator
DATE: 3/18/2009
APPROVER: mike.swift
DECISION: APPROVE - Send To CAO

STEP: CAO
DATE: 3/18/2009
APPROVER: jim.huntzicker
DECISION: APPROVED

**SHELBY COUNTY BOARD OF COMMISSIONERS
AGENDA ROUTE SHEET**

Referred to Commission Committee: _____

For Commission Action on: ~~March 30, 2009~~ April 13, 2009

DESCRIPTION OF ITEM:

This is a request for the County Commission to ~~reclassify~~ approve a change of status Judicial Commissioner Damita Dandridge from a part-time Judicial Commissioner to a full-time Judicial Commissioner pursuant to Tenn. Code Ann. § 40-1-111 as amended. CK 04.02.09

SPONSORED BY: COMMISSIONER Sidney Chism

CHECK ALL THAT APPLY BELOW:

☐ This Action does NOT require expenditure of funds.

☒ This Item requires/approves expenditure of funds as follows (complete all that apply):

County General Funds: \$ 52,958; County CIP Funds- \$ _____

State Grant Funds: \$ _____; State Gas Tax Funds: \$ _____

Federal Grant Funds: \$ _____

Other funds (Specify source and amount): \$ _____

Other pass-thru funds (Specify source and amount): \$ _____

Originating Department: General Sessions Criminal Court Judges

APPROVAL:

Dept. Head: Judge Ann Pugh 545-5190 AP 4-2-09
(Type your name & phone #.) (Initials) (Date)

Elected Official: _____
(Type your name & phone #.) (Initials) (Date)

Division Director: _____
(Type your name & phone #.) (Initials) (Date)

CIP – A&F Director: _____
(Type your name & phone #.) (Initials) (Date)

Finance Dept. Alicia Lindsey, 545-4275 ML 4/2/09
W. Richards 4/1/09 (Type your name & phone #.) (Initials) (Date)

County Attorney: Christy Kingard, 545-4233 CK 04-02-09
(Type your name & phone #.) (Initials) (Date)

CAO/Mayor: Jim Huntzicker, 545-4514 JH 4/2/09
(Type your name & phone #.) (Initials) (Date)

SUMMARY

I. Description of Item

Due to the increased workload and demands placed on the Judicial Commissioners, this Resolution approves reclassifying Damita Dandridge from a part-time Judicial Commissioner to a full-time Judicial Commissioner to assist in the workload as delegated by the General Sessions Criminal Court Judges. Funds for this purpose will come from funds available in the General Sessions Court Judges FY 2009 personnel budget to the requested funds. This resolution requires the expenditure of general funds.

is change in status
N
OK
04.02.09

II. Source and Amount of Funding

Some funds are available within the personnel portion of the FY 2009 general fund operating budget of the General Sessions Criminal Court Judges for appropriation for this purpose.

III. Contract Items

N/A

IV. Additional Information Relevant to Approval of this Item

The Administration recommends approve of this item.

Item _____

Prepared by: Judge Loyce L. Ryan

Approved by: Christy L. Kinard *CK*
Assistant County Attorney

RESOLUTION APPROVING THE CHANGE IN STATUS OF JUDICIAL COMMISSIONER, DAMITA DANDRIDGE'S POSITION FROM PART-TIME JUDICIAL COMMISSIONER TO FULL-TIME JUDICIAL COMMISSIONER. SPONSORED BY COMMISSIONER SIDNEY CHISM.

WHEREAS, Damita Dandridge was appointed by the Shelby County Board of Commissioners as a Judicial Commissioner May, 2002, pursuant to Public Chapter 984 of the Public Acts of 1998 and Tenn. Code Ann. § 40-1-111 as amended; and

WHEREAS, Tenn. Code Ann. § 40-1-111 authorizes the chief legislative body to appointment a Judicial Commissioner and establish the terms for the Judicial Commissioners that are appointed; and

WHEREAS, It is the intent of the Shelby County Board of Commissioners to change the status of Damita Dandridge's position from part-time to full-time Judicial Commissioner for a term to commence on April 1, 2009 and expire on September 30, 2009; and

WHEREAS, Funds are available in the FY 2009 personnel budget of the General Sessions Criminal Court Judges to cover this additional expense.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That Damita Dandridge's Judicial Commissioner position be and is hereby changed from part-time to full-time Judicial Commissioner.

BE IT FURTHER RESOLVED, That the compensation received by Damita Dandridge shall be equivalent to the compensation of the current full-time Judicial Commissioners appointed for this purpose as allocated.

BE IT FURTHER RESOLVED, That these funds be appropriated from the personnel portion of the FY 2009 operating budget for the General Sessions Criminal Court Judges as set forth in the Position Control Budget Adjustments attached hereto as Exhibit "A" and incorporated herein by reference.

BE IT FURTHER RESOLVED, That the Mayor and the Director of the Division of Administration and Finance are hereby authorized to issue their warrant or warrants for the purposes contained in this resolution and to take proper credit in their accounting therefore.

BE IT FURTHER RESOLVED, That this resolution shall take effect from and after the date it shall have been enacted according to due process of law, the public welfare requiring it.

A C Wharton, Jr., County Mayor

Date: _____

ATTEST:

Clerk of County Commission

ADOPTED: _____

POSITION CONTROL BUDGET ADJUSTMENTS

Instructions: Use this form to request changes to the Position Control Budget AFTER approval by Position Oversight Committee.
Please attach Committee approval form, EIC form, and budget transfer form (if more than one cost center is involved).

DEPARTMENT: GENERAL SESSIONS CRIMINAL COURT

COST CENTER: JO501

COST CENTER	FUND & ORG	POSITION NUMBER	EMP NUMBER	TYPE	EFFECTIVE DATE	ANNUAL RATE	PAY PERIOD RATE
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POSITIONS TO BE INCREASED:

1)	J0501	035-700501	020475	7151	121	4/1/09	APPROVED BUDGET (PSTN1)	31,738	1,322.42
	Split Position						CURRENT RATE (EMPRO)		
	Position Title:						REVISSED BUDGET (by Annual)	84,696	3,529.00
	Employee Name:						REVISSED BUDGET (by Pay Period)		
	Reason for Increase:						INCREASE AMOUNT	52,958	2,206.58
2)							APPROVED BUDGET (PSTN1)		-
	Split Position						CURRENT RATE (EMPRO)		
	Position Title:						REVISSED BUDGET (by Annual)		-
	Employee Name:						REVISSED BUDGET (by Pay Period)		
	Reason for Increase:						INCREASE AMOUNT	-	-
3)							APPROVED BUDGET (PSTN1)		-
	Split Position						CURRENT RATE (EMPRO)		
	Position Title:						REVISSED BUDGET (by Annual)		-
	Employee Name:						REVISSED BUDGET (by Pay Period)		
	Reason for Increase:						INCREASE AMOUNT	-	-
								TOTAL INCREASE:	52,958 2,206.58

POSITIONS TO BE REDUCED:

1)	J0501	035-700501	020476	vacant	121	4/1/09	APPROVED BUDGET (PSTN1)	76,032	3,168.00
	Split Position						CURRENT RATE (EMPRO)		
	Position Title:						REVISSED BUDGET (by Annual)	23,074	961.42
	Employee Name:						REVISSED BUDGET (by Pay Period)		
							DECREASE AMOUNT	(52,958)	(2,206.58)
2)							APPROVED BUDGET (PSTN1)		-
	Split Position						CURRENT RATE (EMPRO)		
	Position Title:						REVISSED BUDGET (by Annual)		-
	Employee Name:						REVISSED BUDGET (by Pay Period)		
							DECREASE AMOUNT	-	-
								TOTAL DECREASE:	(52,958) (2,206.58)

APPROVALS:

NOTES:

Contact for Questions:

Phone #

Department Manager Approval:

Date

Item # _____

Prepared by: Darren Sanders
Engineering

Approved by: Lisa Kelly
County Attorney

A RESOLUTION APPROVING A CONTRACT IN THE AMOUNT OF \$105,000.00 WITH AFRAM CORPORATION FOR DESIGN SERVICES FOR THE REPLACEMENT OF THE WARD ROAD BRIDGE AND APPROACHES OVER BIG CREEK DRAINAGE CANAL AND THIS ITEM REQUIRES AN EXPENDITURE OF STATE GAS TAX FUNDS IN THE AMOUNT OF \$105,000.00. SPONSORED BY COMMISSIONER WYATT BUNKER.

WHEREAS, AFRAM Corporation was selected by the Consultant Review Committee under RFQ #06-010-21 to provide professional design services for the Ward Road Bridge Over Big Creek Drainage Canal Project; and

WHEREAS, This bridge constructed in 1960 is showing signs of deterioration that warrant bridge replacement; and

WHEREAS, AFRAM Corporation, a state certified Disadvantaged Business Enterprise (DBE), has submitted a cost proposal in the amount of \$105,000.00 to provide professional design services for the Ward Road Bridge replacement; and

WHEREAS, It is necessary to appropriate funds in the amount of \$105,000.00 to fund this contract; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the contract with AFRAM Corporation in the amount of \$105,000.00 for the design replacement of the bridge and approaches on Ward Road over Big Creek Drainage Canal is hereby approved.

BE IT FURTHER RESOLVED, That funds in the amount of \$105,000.00 be and the same are hereby appropriated from the FY 2008-2009 Roads and Bridges Operating Budget, Account Number 071-301004-7023, Infrastructure Bridges.

BE IT FURTHER RESOLVED, That the County Mayor is hereby authorized to execute the aforementioned contract on behalf of Shelby County Government, an executed copy of which is to be placed on file in the Contracts Administration Section of the Office of the County Attorney.

BE IT FURTHER RESOLVED, That the Mayor and the Director of Administration and Finance are hereby authorized to issue their warrant or warrants in amounts not to exceed \$105,000.00 for the purposes contained in this resolution to AFRAM Corporation and to take proper credit in their accounting therefore.

A C Wharton, Jr., Mayor

Date: _____

ATTEST:

Clerk of County Commission

ADOPTED _____

SUMMARY SHEET

I. Description of Item

Approves the contract with AFRAM Corporation for design services to replace the bridge and approaches on Ward Road over Big Creek Drainage Canal and appropriates funds in the amount of \$105,000.00 for the project.

II. Source and Amount of Funding

A. Amount Expended/Budget Line Item

Roads and Bridges state gas tax funds are being used to fund this project; Account Number 071-301004-7023, Infrastructure Bridges.

B. All Costs (Direct/Indirect)

1. Design Costs: \$105,000.00
2. Estimated Construction Costs: \$ 1.1 M

C. Additional or Subsequent Obligations or Expenses of Shelby County

1. None

III. Contract Items

A. Type of Contract

Standard

B. Terms

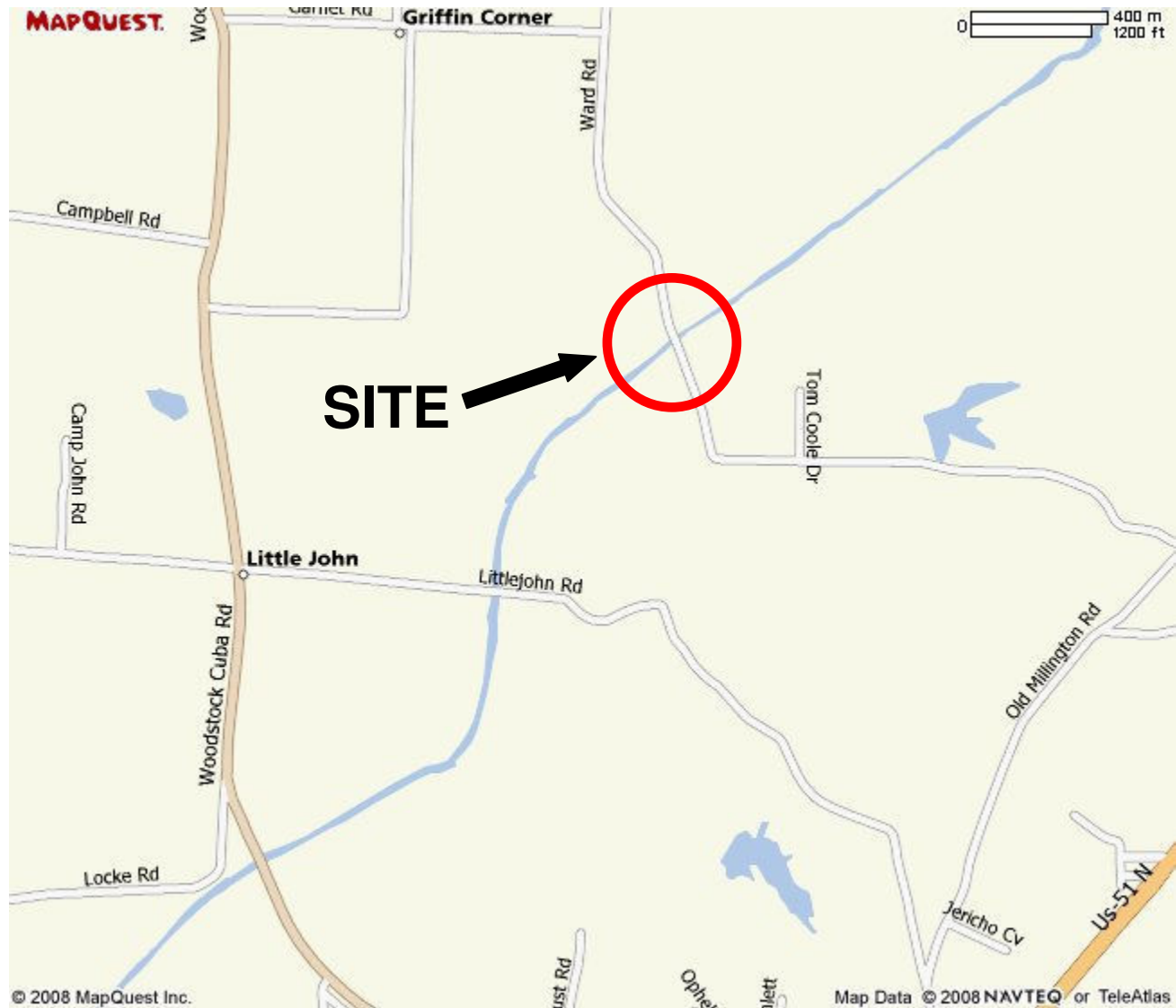
(120) days or until project completion

IV. Additional Information Relevant to Approval of This Item

The Ward Road Bridge over Big Creek Drainage Canal is located in north Shelby County, approximately 1.5 miles west of the Millington City limits. In 2007, this forty-nine year old structure was evaluated under the State of Tennessee bridge inspection program and assigned an overall rating of “poor” with specific element conditions of spalling on the decking, excessive channel scouring and deterioration in the beams. The estimated cost for replacement of the bridge is \$1.1 M.

AFRAM Corporation has been selected by the Consultant Review Committee to provide design services for the Ward Road Bridge replacement. AFRAM is a certified disadvantaged business enterprise (DBE) by the State of Tennessee.

WARD ROAD BRIDGE



**CONTRACT
BETWEEN SHELBY COUNTY GOVERNMENT
AND
AFRAM CORPORATION**

This agreement (the "Contract") entered into this ____ day of _____, 2009, by and between SHELBY COUNTY GOVERNMENT, hereinafter referred to as "COUNTY" and AFRAM CORPORATION hereinafter referred to as "CONSULTANT".

WITNESSETH

WHEREAS, the COUNTY desires to employ the Consultant to provide the COUNTY with professional engineering services for the design of Ward Road Bridge over Big Creek Drainage Canal, herein referred to as the "Project"; and

WHEREAS, the CONSULTANT has the knowledge and expertise to provide such services; and

WHEREAS, the CONSULTANT was selected under RFP #06-010-21 to provide design services for the Project; and

WHEREAS, the parties are desirous of entering into a contract setting forth the terms and conditions under which the CONSULTANT will provide said services.

NOW THEREFORE, for and in consideration of mutual promises and covenants herein contained, the parties hereto agree as follows:

I. SCOPE OF WORK

1. The CONSULTANT shall provide the services as outlined within the Scope of Services, which is attached hereto and as outlined within the cost proposal which is attached hereto as Exhibit "A" and incorporated herein by references as if stated verbatim (the "Services").

II. TERM AND COMPENSATION

1. The term of this Contract (the "Term") shall be for 120 days from the date of execution or until completion.
2. The COUNTY agrees to compensate the CONSULTANT for the provision of the Services the sum total not to exceed ONE HUNDRED FIVE THOUSAND (\$105,000.00) Dollars (the "Fee") during the term of this Contract which shall include all reimbursable expenses.
3. The CONSULTANT shall submit invoices to the COUNTY on a monthly basis for Services performed during the preceding month as outlined in the attached Exhibit A. The invoices will be based upon CONSULTANT'S estimate of the proportion of the total services actually completed at the time of billing and shall be submitted in duplicate to the address set forth in Paragraph 30 of this Contract to the attention of Michael E. Oakes, County Engineer. The COUNTY shall pay such invoices within thirty (30) days of its receipt and approval of said invoices. The COUNTY is not obligated to pay, and will withhold from payment, any amounts the COUNTY has in dispute with the CONSULTANT based on CONSULTANT'S non-performance or negligent performance of any of the Services under this Contract.

III. GENERAL CONDITIONS

The parties further agree as follows:

1. CONTROL

All Services by the CONSULTANT will be performed in a manner satisfactory to the COUNTY, and in accordance with the generally accepted business practices and procedures of the COUNTY.

2. CONSULTANT'S PERSONNEL

The CONSULTANT certifies that it presently has adequate qualified personnel to perform all Services required under this Contract. All work performed during the Term of this Contract will be supervised by the CONSULTANT. The CONSULTANT further certifies that all of its employees assigned to serve the COUNTY have such knowledge and experience as required to perform the duties assigned to them. Any employee of the CONSULTANT who, in the opinion of the COUNTY, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with the Services under this Contract.

3. INDEPENDENT STATUS

- a. Nothing in this Contract shall be deemed to represent that the CONSULTANT, or any of the CONSULTANT's employees or agents, are the agents, representatives, or employees of the COUNTY. The CONSULTANT will be an independent Contractor over the details and means for performing the Services under this Contract. Anything

in this Contract which may appear to give the COUNTY the right to direct the CONSULTANT as to the details of the performance of the Services under this Contract or to exercise a measure of control over the CONSULTANT is solely for purposes of compliance with local, state and federal regulations and means that the CONSULTANT will follow the desires of the COUNTY only as to the intended results of the scope of this Contract.

- b. It is further expressly agreed and understood by CONSULTANT that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the COUNTY; that CONSULTANT has been retained by the COUNTY to perform the Services specified herein (not hired) and that the remuneration specified herein is considered fees for the Services performed (not wages) and that invoices submitted to the COUNTY by CONSULTANT for the Services performed shall be on the CONSULTANT's letterhead.

4. REPORTS.

CONSULTANT shall prepare and submit quarterly reports of its activities, funded under this Contract, to the originating department and the Contract Administration Department of the COUNTY. The reports shall include an itemization of the use of COUNTY's funds, inclusive of specific Services delivered. Any such reports provided to the COUNTY shall be prepared with the understanding that the COUNTY may make such reports available to the public. The quarterly reports and all books of account and financial records that are specific to the work performed in accordance with this Contract may be subject to audit by the Director of the Division of Administration and Finance of the COUNTY. The COUNTY shall have the right to withhold future disbursement of funds under this Contract and any future Contracts until this provision has been met.

5. TERMINATION OR ABANDONMENT

- a. It shall be cause for the immediate termination of this Contract if, after its execution, the COUNTY determines that:
 - i) Either the CONSULTANT or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting; or
 - ii) CONSULTANT subcontracted, assigned, delegated, transferred its rights, obligations or interests under this Contract without the COUNTY'S consent or approval; or
 - iii) CONSULTANT has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer has been appointed to

take charge of all or part of CONSULTANT assets.

- b. The COUNTY may terminate the Contract upon five (5) days written notice by the COUNTY or its authorized agent to the CONSULTANT for CONSULTANT's failure to provide the Services specified under this Contract.
- c. This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination (the "Termination Date"). In the event of such termination, the CONSULTANT shall be paid for all Services rendered prior to the Termination Date, provided the CONSULTANT shall have delivered to COUNTY such statements, accounts, reports and other materials as required under this Contract; however, CONSULTANT shall not be compensated for any anticipatory profits that have not been earned as of the date of the Termination Date. All Services completed by CONSULTANT prior to the Termination Date shall be documented and tangible work documents shall be transferred to and become the sole property of the COUNTY prior to payment for the Services rendered.
- d. Notwithstanding the above or any section herein to the contrary, CONSULTANT shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Contract by CONSULTANT and the COUNTY may withhold any payments to CONSULTANT for the purpose of setoff until such time as the exact amount of damages due the COUNTY from CONSULTANT is determined.
- e. The COUNTY has the option to cancel the Agreement and/or any Renewals if the County is put on notice of legal problems with CONSULTANT or any of its principals, partners, corporate officers, or agents, involving allegations of dishonesty, improper business conduct, or criminal activity. Cancellation under this provision shall be immediate and effective upon notice. The COUNTY reserves the right to exercise this provision at its discretion and any decision rendered by the COUNTY under this provision constitutes a final determination of the matter the public welfare requiring it.

6. COMPENSATION FOR CORRECTIONS

No compensation shall be due or payable to CONSULTANT pursuant to this Contract for any CONSULTANT's Services performed by the CONSULTANT in connection with effecting of corrections to the design of the Services, when such corrections are required as a direct result of negligence by the CONSULTANT to properly fulfill any of his obligations as set forth in this Contract.

7. SUBCONTRACTING, ASSIGNMENT OR TRANSFER

- a. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or

transfer shall relieve the CONSULTANT from performance of the Services under this Contract. The COUNTY shall not be responsible for the fulfillment of the CONSULTANT's obligations to its transferors or subcontractors.

- b. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the subcontract, assignment, delegation or transfer.

8. CONFLICT OF INTEREST

The CONSULTANT covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of the Services. The CONSULTANT warrants that no part of the total Contract Fee shall be paid directly or indirectly to any officer or employee of the COUNTY as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the CONSULTANT in connection with any work contemplated or performed relative to this Contract.

9. CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the COUNTY will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

10. EMPLOYMENT OF COUNTY WORKERS

The CONSULTANT will not engage, on a full, part-time, or any other basis during the Term of the Contract, any professional or technical personnel who are or have been at any time during the Term of the Contract in the employ of the COUNTY.

11. ACCESS TO RECORDS

During all phases of the work and Services to be provided hereunder, CONSULTANT agrees to permit duly authorized agents and employees of the COUNTY to enter CONSULTANT's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The CONSULTANT will maintain all books, documents, papers, accounting records, and other evidence pertaining to the Fee paid under this Contract and make such materials available at their offices at all reasonable times during the Term of this Contract and for three (3) years from the date of payment under this Contract for inspection by the

COUNTY or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof. Copies of said records shall be furnished to the COUNTY upon request.

12. RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

The CONSULTANT, agrees to the fullest extent permitted by law, to indemnify and hold harmless the County, its elected officials, officers, agents and employees, assigns and instrumentalities from damages and losses - including but not limited to Title VII and 42 USC 1983 prohibited acts-arising from the negligent acts, errors or omissions of the Consultant or its subcontractors, employees or assigns in the performance of professional services under this Agreement, to the extent that the Consultant is responsible for such damages and losses on a contributory basis of fault and responsibility between the Consultant the County. The Consultant is not obligated to indemnify the county for the County's own negligence. This indemnification shall survive the termination or conclusion of this Agreement.

13. GENERAL COMPLIANCE WITH LAWS

- a. The CONSULTANT certifies that it is qualified or will take steps necessary to qualify to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of the Services under this Contract.
- b. The CONSULTANT is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the performance of the Services. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, and the Americans with Disabilities Act (ADA).
- c. This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Contract, the CONSULTANT agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

14. NON-DISCRIMINATION

The CONSULTANT hereby agrees, warrants, and assures compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or in part that no person shall be excluded from participation or be denied benefits of or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the CONSULTANT on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State Constitutional or statutory law. The CONSULTANT shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

15. ENTIRE AGREEMENT

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, whether oral or written.

16. AMENDMENT

This Contract may be modified or amended only by written instrument signed by both parties.

17. SEVERABILITY

If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a legal, valid and enforceable provision as similar in terms to such unlawful, invalid or unenforceable provision as possible.

18. NO WAIVER OF CONTRACTUAL RIGHT

No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

19. MATTERS TO BE DISREGARDED

The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.

20. SUBJECT TO FUNDING

This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the Term hereof, then this Contract will be terminated. In the event of such termination, the CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the Termination Date.

21. TRAVEL EXPENSES

All travel expenses payable under this Contract shall be approved in advance in a purchase order issued by the COUNTY and shall be in accordance with the COUNTY'S Travel Policy then in effect. All receipts documenting such expenses shall be submitted with the invoice for payment.

22. NON-LIABILITY FOR CONSULTANT EMPLOYEE TAXES

Neither CONSULTANT nor its personnel are COUNTY'S employees, and COUNTY shall not take any action or provide CONSULTANT's personnel with any benefits and shall have no liability for the following:

- a. COUNTY will not withhold FICA (Social Security) from CONSULTANT's payments;
- b. COUNTY will not make state or federal unemployment insurance contributions on behalf of CONSULTANT or its personnel;
- c. COUNTY will not withhold state and federal income tax from payment to CONSULTANT;
- d. COUNTY will not make disability insurance contributions on behalf of CONSULTANT;
- e. COUNTY will not obtain workers' compensation insurance on behalf of CONSULTANT or CONSULTANT's personnel.

23. INCORPORATION OF OTHER DOCUMENTS

- a. CONSULTANT shall provide Services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for Proposals/Bids as well as the Response of CONSULTANT thereto, all of which are maintained on file within the Shelby County Purchasing Department and incorporated herein by reference.
- b. It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

24. CONTRACTING WITH LOCALLY OWNED SMALL BUSINESSES

The CONSULTANT shall take affirmative action to assure that Locally Owned Small Businesses that have been certified by the COUNTY are utilized when possible as sources of supplies and equipment, construction and services.

25. RIGHT TO REQUEST REMOVAL OF CONSULTANT'S EMPLOYEES

The COUNTY may interview the personnel CONSULTANT assigns to COUNTY'S work. CONSULTANT shall have the right, at any time, to request removal of any employee(s) of CONSULTANT, whom COUNTY deems to be unsatisfactory for any reason. Upon such request, CONSULTANT shall use all reasonable efforts to promptly replace such employee(s) with substitute employee(s) having appropriate skills and training.

26. INCORPORATION OF WHEREAS CLAUSES

The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

27. DISCLOSURE OF REPORTS, DATA OR OTHER INFORMATION

Notwithstanding anything to the contrary contained herein or within any other document supplied to COUNTY by CONSULTANT, CONSULTANT understands and acknowledges that COUNTY is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to COUNTY by CONSULTANT due to Services performed pursuant to this Contract is subject to being divulged as a public record in accordance with the laws of the State of Tennessee.

28. ORGANIZATION STATUS AND AUTHORITY

- a. CONSULTANT represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good

standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

- b. The execution, delivery and performance of this Contract by the CONSULTANT has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of CONSULTANT, any provision of any indenture, agreement or other instrument to which CONSULTANT is a party, or by which CONSULTANT's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

29. INSURANCE REQUIREMENTS

- a. The CONSULTANT shall purchase and maintain, in a company or companies licensed to do business in the State of Tennessee, such insurance as will protect the County from claims which may arise out of or result from the CONSULTANT's operations under the Contract, whether such operations are performed by himself or by any subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts the CONSULTANT or subcontractor may be liable.
- b. The insurance required shall be written for not less than any limits of liability specified or required by law, whichever is greater. The CONSULTANT will maintain throughout the life of this Contract insurance, through insurers rated A- or better by A.M. Best, in the following minimum requirements:
 - i) Errors and Omissions Liability coverage with limits of \$1,000,000.00 per occurrence/\$2,000,000.00 annual aggregate for this contract.
 - ii) Commercial General Liability coverage with minimum limits of \$1,000,000.00 per occurrence/\$2,000,000.00 annual aggregate premises/operations coverage, \$2,000,000.00 annual aggregate products/completed operations. Shelby County Government, its elected officials, appointees and employees will be named as additional insured.
 - iii) Workers Compensation coverage, including coverage for sole proprietors, partners, and officers, regardless of requirement by Tennessee State Statute.
 - iv) Commercial Auto Liability with minimum limit of \$1,000,000.00 for all owned, hired and non-owned autos.
- c. CONSULTANT shall provide County with a current copy of the Certificate of Insurance at the time of contracting and shall maintain said insurance during the entire

Contract period as well as provide renewal copies on each anniversary date. The certificate holder is to read:

Shelby County Government
Purchasing Department
160 N. Main, Suite 550
Memphis, TN 38103

- d. Upon termination or cancellation of insurance currently in effect under this Contract, the CONSULTANT shall purchase an extended reporting endorsement and furnish evidence of same to the County.

30. NOTICE

Any notices required or permitted to be given under the provisions of this Contract shall be effective only if in writing and delivered either in person to the COUNTY'S authorized agent or by First Class or U.S. Mail to the addresses set forth below, or to such other person or address as either party may designate in writing and deliver as herein provided:

COUNTY: Shelby County Engineering Department
Attn.: Michael E. Oakes, P.E., County Engineer
160 N. Main Street, Suite 350
Memphis, Tennessee 38103

and

Shelby County Government
Contract Administration
160 N. Main St., Suite 550
Memphis, Tennessee 38103

VENDOR: AFRAM CORPORATION
Attn: Solomon Akinduro, P.E.
119 S. Main Street, Suite 500
Memphis, TN 38103
Phone # (901) 543-1116
Fax # (901) 543-8799

31. OWNERSHIP OF DOCUMENTS AND OTHER PROPRIETARY INTERESTS

- a. The CONSULTANT agrees that COUNTY will own exclusively all right, title and interest in and to materials and information created or supplied by CONSULTANT for the performance of the Services under this Contract and for which Fees have been received by CONSULTANT ("Work Product") whether or not the same is accepted or rejected by COUNTY. The Work Product shall remain the property of the COUNTY and

shall not be used or published by the CONSULTANT or any other party without the express prior consent of COUNTY. Work Product will be deemed a "work made for hire" as that term is used in the Copyright Act. In implementing the foregoing, the CONSULTANT hereby grants and assigns to COUNTY all rights and claims of whatever nature and whether now or hereafter arising in and to any and all of such Work Product and shall cooperate fully with COUNTY in any steps COUNTY may take to obtain copyrights, trademark or like protections with respect thereto. The signing of this CONTRACT shall constitute a complete transfer of ownership, intellectual property and copyright of all documents from CONSULTANT to COUNTY upon completion of the Work Product. The CONSULTANT shall not construe such transfer as a grant for usage nor can the CONSULTANT revoke it.

- b. All information owned, possessed or used by CONSULTANT which is communicated to, learned, developed or otherwise acquired by the CONSULTANT in the performance of the Services for COUNTY, which is not generally known to the public, shall be confidential and CONSULTANT shall not, beginning on the date of first association or communication between COUNTY and CONSULTANT and continuing through the term of this Contract and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for CONSULTANT's own benefit or the benefit of another, any such confidential information unless required by law. Except when defined as part of the Services, CONSULTANT shall not make any press releases, public statement, or advertisement referring to the Work Product or the engagement of CONSULTANT as an independent contractor of COUNTY in connection with the Work Product, or release any information relative to the Work Product for publications, advertisement or any other purpose without the prior written approval of COUNTY.
- c. The CONSULTANT shall obtain assurances similar to those contained in this subsection from persons, contractors and subcontractors retained by the CONSULTANT. CONSULTANT acknowledges and agrees that a breach by CONSULTANT of the provisions of this section will cause COUNTY irreparable injury and damage. CONSULTANT, therefore, expressly agrees that COUNTY shall be entitled to injunctive or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Contract.

32. LIVING WAGE ORDINANCE

In accordance with Ordinance Number 328, commonly referred to as the Living Wage Ordinance, all persons/entities engaged in service contracts with the County, including but not limited to both prime and subcontractors, shall pay a Living Wage to employees for all work performed on said service contract, as defined in the Living Wage Ordinance. Proof of such compensation must be evidenced as required in the Living Wage Ordinance.

IN WITNESS WHEREOF, the parties hereto have set their signatures for the purposes contained herein, on the day and date first above written.

APPROVED:

SHELBY COUNTY GOVERNMENT

Contract Administrator/
Assistant County Attorney

A C Wharton, Jr., Mayor

AFRAM CORPORATION

BY: [Signature]

TITLE: PRESIDENT

CORPORATE ACKNOWLEDGMENT

STATE OF TENNESSEE
COUNTY OF SHELBY

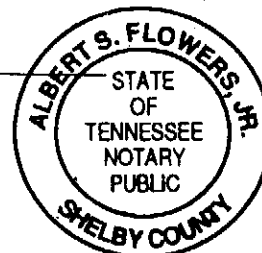
Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared SOLOMON AKINBORO, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be president or other officer authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument of the AFRAM Corp, the within named bargain or, a corporation, and that he as such PRES/CEO, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as PRES/CEO.

WITNESS my hand and official seal at office this 19th day of FEBRUARY 2009

[Signature]

Notary Public

My Commission Expires: _____



My Comm. Exp. 10-24-2012



EXHIBIT A

ENGINEERING - CONSTRUCTION MANAGEMENT
119 SOUTH MAIN ST., SUITE 500
MEMPHIS, TENNESSEE 38103
PH (901) 543-1116 FAX (901) 543-8799
www.aframcorp.com

January 23, 2009

Mr. Michael Oakes
Shelby County Government
160 N. Main Street, Ste. 350
Memphis, TN 38103

Re: Professional Engineering Design Services for the Ward Rd. Bridge Replacement over Big Creek

Dear Mr. Oakes:

AFRAM Corporation ("AFRAM" or "the Consultant") is pleased to submit this scope of services (the "Scope") to Shelby County Government ("the Client") for providing civil engineering services for the design of a new, wider, concrete bridge with a 6-foot bicycle path to span over Big Creek to replace the existing bridge currently in place. Our project understanding, scope of services, schedule, and fee are below.

Project Understanding

The Client desires to construct a new concrete bridge over Big Creek that will have a widened bridge deck to accommodate two 12 foot lanes for traffic, two 4 foot shoulders and a 6 foot dual bicycle path on one side for a total deck width of 38 feet. The bridge will either be a pre-stressed or poured in place concrete bridge. The design will adhere to the new FHA standards, March 2006 TDOT standards for Roads and Bridges, the current AASHTO standards for Geometric Design for Roads and Bridges and LRFD bridge design. The project will include the following:

Scope of Services

1. Determine the required bridge opening for the 100 year flood event using the available FEMA/USGS information
2. Develop a Full upstream analysis for future 100 yr event flood elevation. This will be priced as a separate line item on AFRAM fee proposal.
3. Include allowance of \$1,500 as a separate line item for Permit fee.
4. Provide all necessary drawings required for the Permits.
5. Coordinate Survey and Geotechnical field work.
6. Review Survey and Geotechnical information.
7. Meet with Shelby County to review and discuss items 1-3.
8. Develop Preliminary Hydraulic Report
9. Perform Scouring Analysis of stream bottom and side slopes.
10. Develop Preliminary Bridge and Road plans.
11. Design complete bridge opening including channel improvements required.
12. Design shall meet all seismic design requirements for Tennessee.
13. Develop a demolition plan of the existing bridge.
14. Develop a Pre-design construction estimate.
15. Meet with Shelby County to review and discuss items 5-8.



ENGINEERING · CONSTRUCTION MANAGEMENT

119 SOUTH MAIN ST, SUITE 300
MEMPHIS, TENNESSEE 38103
PH (901) 543-1114 FAX (901) 543-8799
www.aframcorp.com

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Scope of Services

**Ward Road Bridge Replacement over Big Creek
Shelby County, TN**

16. Prepare ARAP Submittal (404, NOI, SWPP)
17. Prepare R.O.W. plans.
18. Shelby County to forward the plans to the local utility companies.
19. Prepare Closure Traffic Plan.
20. Prepare and submit Construction Documents including design calculations.
21. Meet with Shelby County to review and discuss items 10-14.
22. Design deliverable shall be at 30%, 90%, and 100% stages of the design.
23. Shelby County will have 3-5 days to review drawings submitted at each stage as stated in line 22.
24. Incorporate Shelby County's comments into Final Construction Documents (Success in meeting these goals with the time constraints of 120 days is predicated upon the client granting the consultant preliminary approval to start the surveying, Geotechnical Investigations, and the Hydrology investigations before the final contract documents have been signed and approved)
25. Final deliverables shall include a complete set of plans on Mylar with one electronic copy on CD.
26. Attend Pre-bid meeting.
27. Respond to bidders questions.
28. Assist Shelby County in issuing addendums to the bidding contractors during the pre-bid process (if necessary), as well as, assisting in issuing change orders to the awarded contractor during the construction process (if necessary).
29. Shop drawing review.
30. Four (4) construction site visits as required.
31. Contractor to provide Record Drawings to the County.

Additional Services

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Construction engineering and inspection
- Roadway design beyond the project limits as defined in the agreement.
- Plats and legal descriptions of properties.



ENGINEERING - CONSTRUCTION MANAGEMENT

119 SOUTH MAIN ST., SUITE 500
MEMPHIS, TENNESSEE 38103
PH (901) 543-1116 FAX (901) 543-8799
www.aramcorp.com

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Scope of Services

**Ward Road Bridge Replacement over Big Creek
Shelby County, TN**

Schedule

We will provide our services as expeditiously as practicable within the 120 days for design upon the Notice To Proceed (NTP) not including Survey and Geotechnical Investigation. Unless Shelby County can give us the go ahead for the Survey and Geotechnical work to begin prior to the NTP, it might be difficult to meet 120 day schedule.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,
AFRAM Corporation

A handwritten signature in cursive script that reads "Kermit Clinton".

Kermit Clinton, P.E.
Project Coordinator

kc/



- Program/Construction Management
- Cost Estimating/CPM Scheduling
- Engineering Design Services

December 15, 2008

Mr. Michael Oaks
County Engineer
Shelby County Government
160 Main Street, Suite 350
Memphis, TN 38103

**Re: Professional Engineering Design Services
Ward Road Bridge Replacement over Big Creek**

Dear Mr. Oaks:

Enclosed is our revised estimate for the design of the Ward Road Bridge project for your review and approval. We have also revised the construction cost estimate for the Bridge Replacement based on the previous bridges we have designed for the County and feedback received from your Engineering Department.

If you have any question, please give us a call at (901) 543-1116. Thank you for your consideration,

Respectfully,
AFRAM Corporation

A handwritten signature in black ink, appearing to read "Victor Alao", is written over the typed name.

Victor Alao, P.E.

VFA/DSA

Enclosure
Project File.

**AFRAM CORPORATION
FEE PROPOSAL**

WARD ROAD BRIDGE DESIGN

1	Direct Labor		=	\$21,185.00
2	Overhead (Rate: 1.72 x 1)		=	\$36,438.20
3	Subtotal 1 + 2		=	\$57,623.20
4	Net Fee (Rounded to nearest \$ 10)	12%	=	\$6,910.00
5	Subtotal 3 + 4		=	\$64,533.20
6	Direct Expense (Itemize and attach)		=	\$40,515.00
8	Total 5 + 6 + 7		=	\$105,048.20

TOTAL PROJECT = \$105,048.20

TOTAL PROJECT (ROUNDED) = \$105,000.00

OTHER LINE ITEMS REQUESTED NOT INCLUDED IN THE FEE:

1. NEPA: Full Upstream analysis for future 100 yr. event flood elevations **\$37,530.00**

Note: Project to be completed 120 calendar days from Notice to Proceed date.

**AFRAM CORPORATION
DIRECT EXPENSES**

WARD ROAD BRIDGE DESIGN

TRAVEL-MILEAGE	1	LS	\$800.00	\$800.00
8 1/2" x 11" IN HOUSE PRINTS	600	EA	\$0.15	\$90.00
IN HOUSE 11" X 17" PLOTS	100	EA	\$1.75	\$175.00
FULL SIZE IN HOUSE BOND PRINTS	400	SF	\$2.50	\$1,000.00
(1Set) MYLAR PLOTS	1	LS	\$250.00	\$250.00
(1-CD) ELECTRONIC DATA	1	LS	\$50.00	\$50.00
EXPRESS MAIL			\$25.00	\$0.00
Total General Expenses				\$2,365.00
Permit and Application Fee				\$1,500.00
Surveying fee				\$8,650.00
Subsurface Investigation fee				\$28,000.00
DIRECT EXPENSE TOTAL				\$40,515.00

PROJECT: WARD ROAD BRIDGE DESIGN CLIENT: SHELBY COUNTY DATE: DECEMBER 15, 2008											
ACTIVITIES	PROJECT PRINCIPAL	QA/QC ENGINEER	P.M.	SR. STRUCT. ENGR.	STRUCT. ENGINEER	SR. CIVIL ENGINEER	CIVIL ENGINEER	ENVIRON. ENGR.	CADD TECH.	ADMN. SUPPORT STAFF	TOTAL
SCOPE OF PROJECT											
PROJECT MANAGEMENT											
Monthly Project Meetings											6.00
Coordination and Review Meeting with Shelby County (3)	6.00		6.00	6.00		2.00					20.00
DEVELOP ENGINEERING CONSTRUCTION PS&E											
Draft Preliminary Construction Plans (30% Submittal)											0.00
Data Collection											
Coordinate Survey and Geotechnical Information			2.00			2.00	2.00				2.00
Obtain Survey Information data from sub consultant											4.00
Obtain Geotechnical Information from sub consultant				2.00							2.00
Review Survey and Geotechnical Information			2.00	2.00							4.00
Hydraulic Report											0.00
Develop Preliminary Hydraulic Beddament Report								24.00	4.00	6.00	34.00
Perform Scouting Analysis of Stream bottom and Side Slopes								28.00			28.00
Base Map Preparation											0.00
Acquire/Prepare standard border layout sheet					2.00		2.00		4.00		8.00
Develop Preliminary Bridge Layout plan				4.00	5.00				6.00		16.00
Develop Preliminary Approach Road way layout Plan						2.00	4.00		4.00		10.00
Selection of Seismic Design Category				4.00							4.00
Internal QA/QC Review	4.00										4.00
Transmit Submitted to Shelby County for Review and Approval of Design			2.00							2.00	4.00
Preliminary Construction Plans (60% Submittal)											0.00
Revise Draft Preliminary Plans based on review comments									8.00	0.00	8.00
Develop demolition plan for existing bridge			2.00	2.00	4.00						18.00
MathCAD computation for Bridge Superstructure				2.00	4.00						6.00
Foundation Analysis, Girder, T- Beam analysis				2.00	10.00						12.00
Bridge Abutment Design/Layout				2.00	4.00				8.00		14.00
Bridge layout plan/details				2.00	4.00				8.00		14.00
Approach Roadway plan and profile						2.00	4.00		8.00		14.00
Approach Roadway typical section development						2.00	4.00		8.00		14.00
Prepare Closure Traffic detour plan						2.00	4.00		8.00		14.00
R.O.W. Plan						2.00	4.00		8.00		14.00
Prepare 404, NOI and SWPPP Plan								8.00			8.00
Compute Bridge and Roadway quantities					4.00		4.00				8.00
Cost Estimate			8.00								8.00
Specification Outline			10.00							10.00	20.00
Internal QA/QC Review	24.00										24.00
Prepare/Submit final plans to Shelby County for Approval			2.00								2.00
Preliminary Construction Plans (80% Submittal)											0.00
Revise Draft Construction Plans based on review comments											0.00
Update demolition plan for existing bridge			2.00	2.00	4.00				6.00		12.00
Update MathCAD computation for Bridge Superstructure				2.00	4.00						6.00
Update Foundation Analysis, Girder, T- Beam analysis				2.00	4.00						6.00
Update Bridge Abutment Design/Layout				2.00	4.00						6.00
Update Bridge layout plan/details				2.00	4.00				4.00		10.00
Update Approach Roadway plan and profile						4.00	2.00		4.00		10.00
Update Approach Roadway typical section development						4.00			4.00		8.00

PROJECT: WARD ROAD BRIDGE DESIGN CLIENT: SHELBY COUNTY DATE: DECEMBER 15, 2008											
ACTIVITIES	PROJECT PRINCIPAL	QA/QC ENGINEER	P.M.	SR STRUCT. ENGR	STRUCT. ENGINEER	SR. CIVIL ENGINEER	CIVIL ENGINEER	ENVIRON. ENGR.	CAAD TECH.	ADMIN. SUPPORT STAFF	TOTAL
Update Closure Traffic detour plan						4.00	2.00		4.00		6.00
Update R.O.W. Plan									4.00		8.00
Update SWPPP Plan			4.00					16.00			16.00
Update Computed Bridge and Roadway quantities					2.00		2.00				
Update Cost Estimate			4.00								4.00
Prepare detail Project Specification			20.00							20.00	40.00
Internal QA/QC Review	20.00										
Prepare/Submit draft plans to Shelby County for Approval			4.00							4.00	6.00
Final Construction Plans (100% Submittal)											
Incorporate review comments into Final Construction Documents comments											0.00
Finalize demolition plan for existing bridge				4.00	4.00				2.00		2.00
Finalize Bridge Abutment Layout				4.00					2.00		10.00
Finalize Bridge layout/detour (foundation, Girder, T-Beam, Diaphragms, Slab etc)					4.00	1.00	2.00		2.00		5.00
Finalize Approach Roadway plan and profile					4.00	1.00	2.00		2.00		9.00
Finalize Approach Roadway typical section development						1.00	2.00		1.00		4.00
Permitting Shipping Plan						1.00	2.00		2.00		5.00
Finalize Closure Traffic detour plan								4.00			4.00
Finalize SWPPP Plan			2.00								2.00
Finalize Engineer's probable Estimated Cost			2.00								2.00
Finalize and seal Project Specification				4.00	4.00	2.00	4.00	4.00		4.00	6.00
Finalize Design Calculation											
Final Internal QA/QC	4.00										
Prepare/Submit signed seal Documents/Calculation to Shelby County			2.00								2.00
CONSTRUCTION PHASE SERVICES											
Attend pre-bid meeting				2.00							2.00
Respond to Bidder Question				2.00						4.00	6.00
Issue Addendum (if necessary)									2.00		2.00
Shop Drawing Review				4.00		2.00					6.00
Respond to RFI (R)				4.00		6.00	4.00				14.00
Periodical Site Visits (4)				8.00						6.00	14.00
TOTAL PERSON HOURS											
	6.00	52.00	74.00	70.00	76.00	40.00	50.00	84.00	115.00	56.00	623.00
PERSON-HOUR LABOR RATES											
	60.00	52.50	45.00	45.00	30.00	42.50	28.00	25.00	25.00	22.50	
LABOR COSTS											
	\$60.00	\$2730.00	\$3330.00	\$3150.00	\$2280.00	\$1700.00	\$1400.00	\$2100.00	\$2875.00	\$1260.00	\$21185.00

Memorandum

To: Sybille S. Noble, Administrator
Purchasing Department

From: Michael E. Oakes, P.E.
County Engineer *MEO*

CC: Ted Fox
Bob Evans
Ahmad Nemati

Subj: Request for Proposals for the 2005-06 Bridge Projects

Date: 10/12/2005

Attached please find a Request for Qualifications for the 2005-06 Bridge Projects:

1. Collierville-Arlington over Beaver Creek
2. Collerville-Arlington over Overflow
3. Macon Road over Gray's Creek
4. Grove Road over Fletcher Creek
5. Locke Road over Walsh Creek
6. Ward Road over Big Creek

Please mail these to all local engineering consultants and obtain Letters of Interest that can be reviewed by the Consultant's Review Committee for recommendation to Mayor Wharton.

MEO/lft

Attachment

**REQUEST FOR PROPOSALS
BRIDGE PROJECTS
SHELBYCOUNTY ENGINEERING DEPARTMENT**

Shelby County Government is requesting proposals from consultants to provide services for the following repair by replacement construction projects:

1. **Bridge on Collierville-Arlington over Beaver Creek**
2. **Bridge on Collierville-Arlington over Overflow**
3. **Bridge on Macon Road over Gray's Creek**
4. **Bridge on Grove Road over Fletcher Creek**
5. **Bridge on Locke Road over Walsh Creek**
6. **Bridge on Ward Road over Big Creek**

Only one proposal is required; however, in the transmittal letter please state if there is a preference for one of the projects, if not, the proposal will suffice for consideration for each of the projects.

A brief description of each existing bridge follows:

Collierville-Arlington @ Beaver Creek: Located on Collierville-Arlington Road between the Loosahatchie River and Long Road, North of the Town of Arlington, TN.

- Constructed in 1959
- NBIS length-87'0" - Skew 90°
- Widths: Deck Out-to-Out - 23'-6"
- Superstructure - 5 spans-17'0" precast channel slabs w/ asphalt overlay
- Substructure – 2 spill-through abutments on concrete piling; 4 concrete pile bents

Collierville-Arlington @ Overflow: Located on Collierville-Arlington Road between the Loosahatchie River and Long Road, North of the Town of Arlington.

- Construction Date – Unknown
- NBIS length – 85'0" – Skew 90°
- Widths: Deck Out-to-Out – 31'-11"
- Superstructure - 5 spans-17'0" precast channel slabs w/ asphalt overlay
- Substructure – 2 concrete sheet piling abutments; 4 concrete pile bents

Macon Road @ Gray's Creek: Located on Macon Road between Lenow Road and New Houston Levee Road.

- Constructed in 1956
- NBIS length-178'-0" - Skew 90°
- Widths: Deck Out-to-Out – 31'-10"
- Superstructure - 5 spans- Concrete deck supported by steel wide flange beams
- Substructure – 2 spill-through abutments on concrete piling; 4 concrete pile bents

Grove Road @ Fletcher Creek: Located on Grove Road between Berryhill Road and Morning Sun Road.

- Constructed in 1964
- NBIS length-17'-0" - Skew 90°
- Widths: Deck Out-to-Out - 32'-5"
- Superstructure - 1span -17'0" precast channel slabs w/ asphalt overlay
- Substructure - 2 concrete sheet piling abutments

Locke Road @ Walsh Creek: Located on Locke Road between Walsh Road and Woodstock-Cuba Road.

- Constructed in 1962
- NBIS length-9'-0" - Skew 90°
- Widths: Deck Out-to-Out - 35'-0"
- Superstructure - 1span -9'0" precast slabs 9'0"x7'0"x9" w/ asphalt overlay
- Substructure - 2 concrete sheet piling abutments

Ward Road @ Big Creek: Located on Ward Road between Old Millington Road and Independence Road.

- Constructed in 1964
- NBIS length-209'-10" - Skew 75° Right
- Widths: Deck Out-to-Out - 32'-6"
- Superstructure - 5 spans- Concrete deck supported by steel wide flange beams
- Substructure - 2 spill-through abutments on concrete piling; 2 concrete pile bents and 2 concrete piers at main channel

New structures probably will be required at each location because of the age of the existing structures. Architectural enhancements to the structures are encouraged and will be incorporated wherever practicable. The general scope of work for each of these projects will involve the following:

1. Determine if the existing structure is adequate for present/future traffic volumes and meets current standards for bridges. *
2. Investigation and analysis to determine if the existing structure can be rehabilitated economically to withstand seismic forces and the safe movement of traffic, if the factors in Item 1 are met. *
3. A pre-manufactured steel superstructure is the preferred option.
4. Alternatives for the rehabilitation of the existing structure, if practicable, or for a complete new structure.
5. Structure with sufficient opening and height to convey the 100-year flow with a minimum freeboard of one foot. HEC or HEC-RAS analysis or equivalent will be required.

6. Structure shall be designed for the seismic event predicted for the Shelby County Area.
7. Investigation of any scouring occurring in the stream and/or scour potential as a result of any improvements recommended, along with recommendations to alleviate any existing and/or potential scouring.
8. Recommendations for proposed improvements.
9. Detailed estimate of costs for proposed improvements.
10. Preparation of documents for construction.
11. Responsible for the preparation of all required permits; i.e. ARAP, 404, Storm Water Pollution Prevention Plan (SWPPP), and issuance of "No-Rise" certification, if necessary, etc.
12. Post-design services consisting of consultation on field problems.

* Items 1 & 2 will not require an in-depth study; a thorough field review of the respective should be sufficient to make these determinations.

Proposals shall include the following:

- Firm name, addresses, and telephone number.
- Point of contact: name and telephone(live)
- List of key personnel and their experience.
- Level of Minority or LOSB participation
- Name of any outside consultants/joint venture.
- List and describe all projects the firm/consultants/joint venture and/or personnel have performed or been in charge of that relates to these projects.
- Inclusion of a fee is not required. A fee will be negotiated with each selected consultant.

Should there be any questions concerning one or more of these proposals, please contact Amir Nemati, Senior CIP Engineer, at (901) 545-4905.



Shelby County Government

A C Wharton, Jr.
Mayor

May 8, 2006

Mr. Pat Harcourt, P.E.
Askew Hargraves Harcourt & Associates, Inc.
5909 Shelby Oaks Drive
Suite 102
Memphis, TN 38134

RE: RFP 06-010-21, Engineering Design Services for Repair of Various Bridges
(Revised)

Dear Mr. Harcourt:

This letter is to inform you of the rescission of the award, dated January 30, 2006, to provide Engineering Design Services for the **Ward Road at Big Creek Project**.

No work should begin on this project as this award is considered **NULL and VOID**.

Shelby County Government appreciates your firm's efforts to service the County and will retain your firm's information for bidding on future opportunities.

Sincerely,

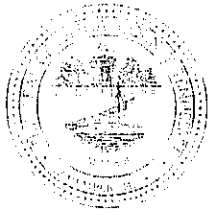
A handwritten signature in black ink, appearing to read "L. Nichole Hall", is written over a circular stamp or seal.

L. Nichole Hall

Deputy Administrator of Purchasing

LNH/ps

Cc: Michael Oakes, County Engineer
Ahmad Nemati, Engineer



Shelby County Government

A C Wharton, Jr.
Mayor

May 8, 2006

Mr. Tim Gwaltney, P.E.
AFRAM Corporation
119 South Main Street
Suite 500
Memphis, TN 38103

RE: RFP 06-010-21, Engineering Design Services for Repair of Various Bridges
(Revised)

Dear Mr. Gwaltney:

This letter is to inform you of the:

1. Rescission of the award, dated January 30, 2006, to provide Engineering Design Services for the **Grove Road at Fletcher Creek Project**.
2. Award to provide Engineering Design Services for the **Ward Road at Big Creek Project**.

Copies of the County's contract for the respective services shall be forwarded to your attention for your review and approval. No work should begin on this project until receipt of both an official "Notice to Proceed" along with a fully negotiated and executed copy of contract documents.

Thank you for your proposal and congratulations on your selection. Shelby County Government appreciates your firm's efforts to service the County and looks forward to the successful and timely delivery of services.

Sincerely,

A handwritten signature in black ink, appearing to read "L. Nichole Hall", is written over a horizontal line.

L. Nichole Hall

Deputy Administrator of Purchasing

LNH/ps

Cc: Michael Oakes, County Engineer
Ahmad Nemati, Engineer



Shelby County Tennessee

Purchasing Department

160 N. Main, Suite 550
Memphis, TN 38103

(901) 545-4365
Fax: (901) 545-4531

A C Wharton, Jr., Mayor

Memorandum

To: Honorable A C Wharton, Jr.
Shelby County Mayor

From: Clifton Davis, Administrator *CD*
Purchasing Department

Date: January 27, 2006

Re: RFP #06-010-21, Engineering Design Services for Repair of Various Bridges

The Consultant Review Committee met on January 20, 2006 to discuss the above-described project and to make a recommendation for contracting for the services. Responses were received as follows to the RFP:

1. Thy, Inc.
2. AFRAM Corporation
3. Askew Hargraves Harcourt & Associates, Inc.
4. Florence & Hutcheson, Inc.
5. Barge Waggoner Sumner & Cannon, Inc.
6. The Reaves Firm- **Non-Compliant Bid.**

As a result of the meeting, the recommendations are included as Attachment 1.

Please indicate your approval or disapproval by signing below.

APPROVED: ✓

APPROVED WITH CHANGES: _____

DISAPPROVED: _____

DATE: 1/27/06

A C Wharton, Jr.
A C WHARTON, JR., MAYOR

Attachment

Attachment 1

BRIDGE CONSULTANT RECOMMENDATIONS

Project Name	Recommended Consultant	Reasons for Selection
Collierville-Arlington Road At Overflow	Florence & Hutcheson, Inc.	<ul style="list-style-type: none"> • Local firm • Using DBE as a sub-consultant (Ledford Engineering & Planning, LLC) • Similar project experience
Collierville-Arlington Road At Beaver Creek	THY, Inc.	<ul style="list-style-type: none"> • Local DBE firm • Experience on several bridge replacements with the County both as a prime and a sub-consultant • Excellent track record; positive results from their design work
Macon Road At Grey's Creek	Askew Hargraves Harcourt & Assoc., Inc.	<ul style="list-style-type: none"> • Local firm • Sub-consultant is an experienced DBE (THY, Inc.) • Design consultant (as prime and sub-consultant) with the County on 2 bridge replacement projects
Grove Road At Fletcher Creek	AFRAM Corporation	<ul style="list-style-type: none"> • Local minority firm • Currently the design consultant with County on one bridge replacement project and a sub-consultant on a new bridge project
Locke Road At Walsh Creek	Barge Waggoner Sumner & Cannon, Inc.	<ul style="list-style-type: none"> • Local firm using experienced DBE as sub-consultant (THY, Inc.) • Vast experience with the County designing roadway and drainage projects • Positive results from their design work
Ward Road At Big Creek	Askew Hargraves Harcourt & Assoc., Inc.	<ul style="list-style-type: none"> • Local firm • Sub-consultant is an experienced DBE (THY, Inc.) • Design consultant (as prime and sub-consultant) with the County on 2 bridge replacement projects



Purchasing Department

160 N. Main, Suite 550
Memphis, TN 38103

(901) 545-4360
Fax: (901) 545-4531

Shelby County Tennessee

A C Wharton, Jr., Mayor

Memorandum

To: Honorable AC Wharton, Jr.
Shelby County Mayor

From: L. Nichole Hall, Deputy Administrator
Purchasing Department

Date: May 8, 2006

Re: RFP#: 06-010-21, Engineering Design Services for Repair of Various Bridges

On April 12, 2006, the Purchasing Department was notified by the County Engineering Department that the initial award of RFP#: 06-010-21 for the provision of Engineering Design Services for Repair Various Bridges would require revision. Only two (2) of the five (5) Firms will be affected this decision: AFRAM and Askew Hargraves Harcourt & Associates, Inc.

AFRAM:

Initial Award: Grove Road at Fletcher Creek

Revised Award: Ward Road at Big Creek

Askew Hargraves Harcourt & Associates, Inc.:

Initial Award: Macon Road at Grey's Creek

and

Ward Road at Big Creek

Revised Award: Macon Road at Grey's Creek

Letters will be redirected to the impacted Firms upon receipt of your approval of the award revisions. Attached for your reference is the original award letter, as signed and dated January 27, 2006.

Please indicate your approval or disapproval of this selection in the space provided below:

APPROVED: ✓

APPROVED WITH CHANGES: _____

DISAPPROVED: _____

DATE: 5/10/06


A C WHARTON, JR., MAYOR

GRATUITY DISCLOSURE FORM**Shelby County Ethics Commission**

INSTRUCTIONS: This form is for all persons receiving any Shelby County Government contract, land use approval or financial grant money to report any gratuity that has been given, directly or indirectly, to any elected official, employee or appointee (including their spouses and immediate family members) who is involved in the decision regarding the contract, land use approval, or financial grant of money.

1. **NAME : AFRAM Corporation**

2. **DATE OF GRATUITY: N/A**

3. **NATURE AND PURPOSE OF THE GRATUITY: N/A**

4. **NAME OF THE OFFICIAL, EMPLOYEE, APPOINTEE, OR FAMILY MEMBER WHO RECEIVED THE GRATUITY: N/A**

5. **NAME OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY: N/A**


6. **ADDRESS OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY: N/A**




7. **DESCRIPTION OF THE GRATUITY: N/A**

8. **COST OF THE GRATUITY (If cost is unknown and not reasonably discernible by the person giving the gratuity, then the person giving the gratuity shall report a good faith estimate of the cost of the gratuity.) N/A**

9. **The information contained in this Gratuity Disclosure Form, and any supporting documentation or materials referenced herein or submitted herewith, is true and correct to the best of my knowledge, information and belief and affirm that I have not given, directly or indirectly, any gratuity to any elected official, employee or appointee (including spouse and immediate family members) that has not been disclosed and I affirm that I have not violated the provisions of the Shelby County Government Code of Ethics.**


Signature

1/13/09
Date

 Dr. D. Solomon Akinduro, PhD
Print Name

A copy of your completed form will be placed on the Shelby County Internet website.

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/12/2009PRODUCER (314) 721-1372 FAX (314) 721-2979
Adrian N. Baker & Co.
8301 Maryland Avenue
P. O. Box 66871
St. Louis, MO 63166-6871

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Mt Hawley Ins Co

SWETT IL

INSURER B: Sentinel Ins Co, LTD

Hartford 1100

INSURER C: Accident Fund Ins. Co. - America

10166

INSURER D: CNA - Continental Casualty Ins

VOS

INSURER E:

INSURED

AFRAM Corporation
1601 Olive
St Louis, MO 63103

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	GENERAL LIABILITY	MGL 0149682	05/09/2008	05/09/2009	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Blanket Addl Insrdr				PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Blanket Waiver Sub				GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY	84UECV09799	10/08/2008	10/08/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
<input checked="" type="checkbox"/> Blanket Addl Insrdr					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A X	EXCESS/UMBRELLA LIABILITY	MXL 0366267	05/09/2008	05/09/2009	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DEDUCTIBLE				Prod/Compl OPS \$ 2,000,000
	<input type="checkbox"/> RETENTION \$ 0				\$
					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCV6041231	02/22/2008	02/22/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	OTHER	MCH 25 404 62 06	11/18/2008	11/18/2009	\$1,000,000 per claim limit
	Specialty Construction Consult Prof Liability				\$1,000,000 Aggregate
	FULL RETRO				Deductible \$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Shelby county Ward Road Bridge - Shelby County, Memphis 08-116

Shelby County Government is added as an Additional Insured to the Commercial General Liability regarding the contract with the Named Insured.

CERTIFICATE HOLDER

Shelby County Government
Purchasing Department
160 N. Main, Suite 550
Memphis, TN 38103

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

H. James Jost, CIC/EMT

©ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ITEM LANGUAGE: A RESOLUTION APPROVING A CONTRACT IN THE AMOUNT OF \$105,000.00 WITH AFRAM CORPORATION FOR DESIGN SERVICES FOR THE REPLACEMENT OF THE WARD ROAD BRIDGE AND APPROACHES OVER BIG CREEK DRAINAGE CANAL AND THIS ITEM REQUIRES AN EXPENDITURE OF STATE GAS TAX FUNDS IN THE AMOUNT OF \$105,000.00. SPONSORED BY COMMISSIONER WYATT BUNKER.
ITEM ID: 598

=====
STEP: Originator
DATE: 2/27/2009
ORIGINATOR: darren.sanders Phone Number:545-4380
DECISION: APPROVE - Send To Department Head

STEP: Department Head
DATE: 2/27/2009
APPROVER: michael.oakes Phone Number:545-4332
DECISION: APPROVE - Send To Division Director

STEP: Assistant Division Director
DATE: 4/2/2009
APPROVER: melvin.booth
DECISION: Return To Division Director

STEP: Division Director
DATE: 4/2/2009
APPROVER: ted.fox
DECISION: APPROVE - Send To Attorney

STEP: Contract Attorney Gatekeeper
DATE: 4/2/2009
APPROVER: bernita.poole
DECISION: Send To Attorney

STEP: Contract Attorney
DATE: 4/2/2009
APPROVER: lisa.kelly
DECISION: APPROVE - Send To Budget Review

STEP: General Budget Review
DATE: 4/2/2009
APPROVER: wanda.richards
DECISION: APPROVE - Send To Finance Department Administrator

STEP: Finance Administrator
DATE: 4/2/2009
APPROVER: mike.swift
DECISION: APPROVE - Send To CAO

STEP: CAO
DATE: 4/2/2009
APPROVER: jim.huntzicker
DECISION: APPROVED

Item # _____

Prepared by: Darren Sanders
Engineering

Approved by: Lisa Kelly
County Attorney

A RESOLUTION APPROVING AMENDMENT NO. 8 TO CONTRACT NO. CA992518 WITH FISHER & ARNOLD, INC. FOR ENVIRONMENTAL AND DESIGN SERVICES FOR FITE ROAD FROM U.S. HIGHWAY 51 TO WOODSTOCK BOULEVARD AND A BRIDGE OVER THE CNIC RAILROAD AND APPROVING THE USE OF PREVIOUSLY APPROPRIATED FEDERAL THROUGH STATE FUNDING AND LOCAL MATCHING FUNDS FOR THE SAID AMENDMENT NO. 8. THIS ITEM REQUIRES AN EXPENDITURE OF COUNTY CIP FUNDS IN THE AMOUNT OF \$68,000.00 WITH EIGHTY PERCENT (80%) OF THE TOTAL COST (\$54,400.00) TO BE REIMBURSED WITH FEDERAL GRANT FUNDS FROM THE TENNESSEE DEPARTMENT OF TRANSPORTATION. SPONSORED BY COMMISSIONER WYATT BUNKER.

WHEREAS, Shelby County Government entered into a contract with Fisher & Arnold, Inc. dated August 28, 1998 for the design of Fite Road from U.S. Highway 51 to Woodstock Boulevard; and

WHEREAS, Shelby County has obtained approval for this project under the Tennessee Department of Transportation (TDOT) Transportation Improvement Program (TIP); and

WHEREAS, Environmental investigations are required by TDOT and the Tennessee Department of Environment and Conservation (TDEC) to determine potential impacts on properties being acquired for future road right-of-way; and

WHEREAS, Fisher & Arnold, Inc. has submitted Amendment No. 8 in the amount of \$68,000.00 to provide design and environmental services; and

WHEREAS, TDOT will reimburse eighty percent (80%) of the costs for the said Amendment No. 8; and

WHEREAS, CIP funds in the amount of \$250,000.00 were appropriated by Resolution No. 9 adopted on October 10, 2005 for design services of Fite Road; and

WHEREAS, Of the said \$250,000.00, \$41,628.00 remains unencumbered; and

WHEREAS, Additional CIP funds in the amount of \$327,000.00 were appropriated by Resolution No. 19 adopted on August 28, 2006 for the right-of-way phase of Fite Road; and

WHEREAS, None of the said \$327,000.00 has been encumbered; and

WHEREAS, Costs to be incurred pursuant to the said Amendment No. 8 are allowable costs under the funding agreements approved by the aforementioned resolutions; and

WHEREAS, It is necessary to designate \$68,000.00 of the aforesaid appropriated but unencumbered amounts for funding Amendment No. 8 to Fisher & Arnold, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That Amendments No. 8 to the contract with Fisher & Arnold, Inc. is hereby approved.

BE IT FURTHER RESOLVED, That the use of \$41,628.00 of the amount appropriated in Resolution No. 9 adopted on October 10, 2005 and \$26,372.00 of the amount appropriated in Resolution No. 19 adopted on August 28, 2006 for the said Amendment No. 8 is hereby approved.

BE IT FURTHER RESOLVED, That the County Mayor is hereby authorized to execute the aforementioned contract amendments on behalf of Shelby County Government, executed copies of which are to be placed on file in the Contracts Administration Section of the Office of the County Attorney.

BE IT FURTHER RESOLVED, That the Mayor and the Director of Administration and Finance be are authorized to issue their warrant or warrants in amounts not to exceed \$68,000.00 for the purposes contained in this resolution to Fisher and Arnold, Inc. and to take proper credit in their accounting therefor.

A C Wharton, Jr.
County Mayor

Date: _____

ATTEST:

Clerk of County Commission

ADOPTED _____

Summary Sheet

I. Description of Item

The project is the design and construction of Fite Road to reroute it with a bridge over the CNIC Railroad. The new four lane road and bridge will connect Woodstock Boulevard to U.S. Highway 51.

This resolution funds environmental investigations required by the Tennessee Department of Transportation (TDOT) and the Tennessee Department of Environment and Conservation (TDEC) to analyze areas that have a potential for environmental issues based on historical data prior to the purchase of right-of-way. In the event environmental remediation is necessary, those costs will be deducted from appraised values of the parcels prior to right-of-way payments.

II. Source and Amount of Funding

The new work contemplated by the proposed Contract Amendment No. 8 would be 80% funded by the U.S. Government through TDOT under the Surface Transportation Program (STP).

The total amount of this proposed amendment is \$68,000.00
(80% Federal Funds - \$54,400.00 and 20% Local Funds - \$13,600.00)

A. Amount Expended/Budget Line Item

Funds have been appropriated by Resolution Item #9 adopted October 10, 2005 for preliminary engineering services for the Fite Road Project in the amount of \$250,000.00 and by Resolution #19 adopted August 28, 2006 for the right-of-way phase of the same project in the amount of \$327,000.00.

Original Appropriation (Encumbrance S007121 for design phase)	\$250,000.00
Prior Encumbrances (Amendments #4, 5, 6 & 7)	<208,372.00>
Balance	41,628.00
Proposed Amount to be Applied to Amendment #8	< 41,628.00>
Balance if Approved	<u>\$ 0.00</u>

Original Appropriation (Encumbrance S007792 for right-of-way phase)	<u>\$327,000.00</u>
Balance	\$327,000.00
Proposed Amount to be Applied to Amendment #8	< 26,372.00>
Balance if Approved	<u>\$300,628.00</u>

B. All Costs (Direct/Indirect) including this request.

1. Consultant's fee: \$841,514.00 (\$565,142.00 was appropriated prior to funding the project through the Transportation Improvement Program)

C. Additional or Subsequent Obligations or Expenses of Shelby County

1. Right-of-way: \$300,628.00 (\$60,125.60 in County funds)
2. Construction: \$10,000,000.00 (\$2,000,000.00 in County funds)

III. Contract Items

- | | |
|---------------------|----------|
| A. Type of Contract | Standard |
| B. Terms | Routine |

IV. Additional Information Relevant to Approval of This Item

TDOT has issued the County a “Notice to Proceed” for the right-of-way acquisition phase. It will take approximately six months to acquire the properties and construction is anticipated to begin in early 2010. Funding for this project is being cost-shared between Shelby County (20%) and TDOT/Federal Highway Administration (FHWA) (80%).

**Amendment No. 8 Agreement
To contract # CA 992518
Design of Fite Road from
U.S. Highway 51 TO Woodstock Blvd.**

THIS AMENDMENT (hereinafter "Amendment") is made and entered into this _____ day of _____, 2009 by and between Shelby County Government (hereinafter "COUNTY") and Fisher & Arnold, Inc. (hereinafter "CONSULTANT").

WHEREAS, the parties previously entered into an agreement (hereinafter "Agreement") dated August 28, 1998, for the design of improvements to Fite Road from U.S. Highway 51 to Woodstock Blvd.

WHEREAS, the parties now desire to enter into this Amendment for environmental and design services provided by CONSULTANT and to increase the amount of the Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises of the parties to this agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Section II of the Agreement entitled CONSULTANT SERVICES is hereby amended to include those items listed in the attached Exhibit A, attached hereto and incorporated fully herein by reference.
2. The total cost for this Amendment shall not exceed SIXTY-EIGHT THOUSAND and 00/100 dollars (\$68,000.00) payable in accordance with the terms of the original agreement.
3. Section V, Paragraph A of the Agreement entitled COMPENSATION is hereby amended as follows:

Original Agreement Amount	\$406,000.00
Amendment No. 1 (Revise Sewer Design)	13,635.00
Amendment No. 2 (Storm Water Pollution Plan)	2,000.00
Amendment No. 3 (Conversion to TDOT Specs)	143,507.00
Amendment No. 4 (Environmental Assessment)	35,100.00
Amendment No. 5 (Alternative Alignment Study)	15,080.00
Amendment No. 6 (Categorical Exclusion)	21,486.00
Amendment No. 7 (Detour Rd./ LRFD Conversion)	136,706.00
This Request	<u>68,000.00</u>
Total Agreement Amount	<u>\$841,514.00</u>

4. This Amendment shall be subject to and contingent upon adoption of the Fiscal Year 2008-2009 Operating Budget of Shelby County Government by the Board of County Commissioners and approval of the cost for this Amendment within said Operating Budget.
5. Section VI of the Agreement entitled Miscellaneous Provisions is hereby amended to include Consultant's indemnity obligation for loss or damage resulting from the negligence of any subcontractor or anyone directly or indirectly employed by a subcontractor.
6. Section VI of the Agreement entitled Miscellaneous Provisions is hereby amended to add the following insurance obligations:
Professional liability coverage, in an amount not less than \$1,000,000.00 for each occurrence with an annual aggregate of \$3,000,000.00; Comprehensive General Liability in an amount not less than \$1,000,000.00 per occurrence/\$2,000,000.00 aggregate and Workers' compensation insurance at statutory limits.
7. Section VI of the Agreement entitled Miscellaneous Provisions is hereby amended to add the following Living Wage requirement:
In accordance with Ordinance Number 328, commonly referred to as the Living Wage Ordinance, all persons/entities engaged in service contracts with the County, including but not limited to both prime and subcontractors, shall pay a Living Wage to employees for all work performed on said service contract, as defined in the Living Wage Ordinance. Proof of such compensation must be evidenced as required in the Living Wage Ordinance.
8. The terms and conditions of the original Agreement, except as amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment on the _____ day of _____ 2009.

APPROVED AS TO FORM
AND LEGALITY:

SHELBY COUNTY GOVERNMENT

Contract Administrator
Assistant County Attorney

A C WHARTON, JR., MAYOR

FISHER & ARNOLD, INC.

By: [Signature]

Title: Vice-President

CORPORATE ACKNOWLEDGMENT

STATE OF TENNESSEE

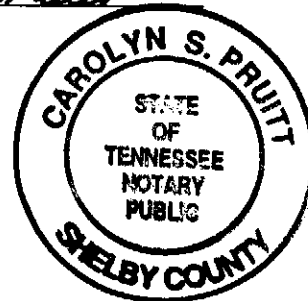
COUNTY OF Shelby County Government

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared Richard E. Arnold with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be president or other officer authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument of the Fisher & Arnold Co the within named bargainor, a corporation, and that he as such Vice President, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as Richard E. Arnold

WITNESS my hand and official seal at office this 16th day of March, 2009

[Signature]
Notary Public

My Commission Expires: May 12, 2010





FISHER &
ARNOLD, INC.

March 10, 2009

Mr. Michael Oakes, P.E.
County Engineer
Shelby County Engineering Department
160 N. Main Street, Room 350
Memphis, TN 38103

**RE: FITE ROAD REALIGNMENT
RIGHT-OF-WAY ACQUISITION ENVIRONMENTAL SERVICES**

Dear Mr. Oakes:

Fisher & Arnold Environmental (F&A) has developed the following proposal and cost estimate based on conversations with representatives of the Tennessee Department of Environment and Conservation (TDEC) and the Tennessee Department of Transportation (TDOT). During completion of the initial environmental evaluation that resulted in the Categorical Exclusion issued by TDOT, two former superfund sites were identified along the proposed corridor. The Categorical Exclusion committed to mitigation of these conditions which must include a more detailed evaluation, which was initially planned to be completed during the construction phase. Subsequently, TDOT officials have indicated that more detail is needed in the right-of-way (ROW) stage, for the properties to be acquired per Federal Guidelines.

Due to the former superfund sites, TDEC concurrence with project investigation data and findings will need to be achieved prior to ROW acquisition. The following tasks are proposed to develop a work plan, so that concurrence can be achieved with TDEC prior to project fieldwork.

Task 1: Work Plan Preparation

Prior to commencement of fieldwork, the TDOT requires coordination of site activities with TDEC to insure the scope and practices employed in the field are sufficient in scope to meet TDEC requirements. F&A will develop a work plan for client and regulatory review, and will coordinate with the TDEC to insure the identified environmental issues are sufficiently investigated. After submittal of the work plan, F&A will remain in contact with the TDEC to encourage timely review and approval of the work plan. The potential exists that TDEC may require that a Brownfield Agreement be created for project review. F&A will help Shelby County and TDOT complete the Brownfields process as a part of this task, as necessary.

Task 2: Ditch Bottom Sampling

Construction plans require the relocation of an approximately 600 L.F. ditch located on the Chromasco property, the adjacent City of Memphis property north of existing Fite Rd, and the Memphis Light, Gas, and Water property south of existing Fite Rd. Backfilling and compaction requirements of the approximate 520 L.F. of existing ditch channel will likely result in removal of ditch bottom soils and sediments.

9180 Crestwyn Hills Dr.

Memphis, TN 38125

(901) 748-1811

(888) 583-9724

fax: (901) 748-3115

www.fisherarnold.com

- Architects
- Engineers
- Environmental Consultants
- Interior Designers
- Landscape Architects
- Planners
- Surveyors



FISHER &
ARNOLD, INC.

Mr. Michael Oakes, P.E.
March 10, 2009
Page 2

Contaminants on the Chromasco property could have potentially impacted the ditch. As such, further data is proposed to be collected along the ditch bottom.

Investigation Plan:

F&A proposes to collect ditch bottom sediment samples and water samples from six locations along the existing ditch to determine if environmental impact is present. Proposed sampling locations are shown on Figure 1.

Laboratory Analysis:

Samples will be analyzed for PCBs that were detected in the ditch during previous W.R. Grace investigations and constituents that have been detected on the Chromasco property identified in documents reviewed for preparation of the Categorical Exclusion. The sample analysis includes:

- PCB's per laboratory method 8082
- TAL Metals per laboratory method 6010/7470
- CR6 (Hexavalent Chromium)
- Cyanide

Task 3: New Ditch Channel Sampling

The new ditch channel will require excavation of approximately 1,200 L.F. of soil on the Chromasco property, on the adjacent City of Memphis property north of the existing Fite Rd., and on the MLGW property south of the existing Fite Rd.

Investigation Plan:

F&A proposes to install four soil borings using a hydraulic push Geoprobe rig to collect soil and water samples to determine if impact from Chromasco exists at the location of the new ditch channel. F&A proposes to collect two soil samples per borehole for vertical delineation of possible metals impact. F&A proposes to collect ground water samples if water is encountered within the depth to be disturbed for the installation of the new ditch channel. Proposed sampling locations are shown on Figure 1.

Laboratory Analysis:

Samples will be analyzed for PCBs that were detected in the existing ditch during previous W.R. Grace investigations and constituents that have been detected on the Chromasco property identified in documents reviewed for preparation of the Categorical Exclusion. The sample analysis includes:

- PCB's per laboratory method 8082
- TAL Metals per laboratory method 6010/7470
- CR6 (Hexavalent Chromium)
- Cyanide



FISHER &
ARNOLD, INC.

Mr. Michael Oakes, P.E.
March 10, 2009
Page 3

Task 4: Chromasco ROW Sampling

In addition to the concerns with soil and water associated with the ditch relocation, the proposed ROW will require the acquisition of some Chromasco property located along the north ROW of the existing Fite Rd. on the east end of the project corridor. A portion of three adjacent properties located along the south ROW of the existing Fite Rd. will also be required for the proposed new ROW, which may also exhibit impact from the neighboring Chromasco site. Due to the potential for impact from surface water runoff and subsurface contamination from the Chromasco property, F&A proposes to collect soil samples along the southern border of the Chromasco property to be acquired for the new Fite Rd. ROW.

Investigation Plan:

F&A proposes to install ten soil borings using a hydraulic push Geoprobe rig to collect soil and water samples to determine if impact from Chromasco exists on the portions of the Chromasco property to be obtained for the proposed ROW. Proposed sampling locations are shown on Figure 2.

Laboratory Analysis:

Samples will be analyzed for PCBs that were detected in the existing ditch during previous W.R. Grace investigations and constituents that have been detected on the Chromasco property identified in documents reviewed for preparation of the Categorical Exclusion. The sample analysis includes:

- PCB's per laboratory method 8082
- TAL Metals per laboratory method 6010/7470
- CR6 (Hexavalent Chromium)
- Cyanide

The fee for this task includes \$2,000 for subcontracted clearing activities for access by drilling equipment.

Task 5: Sewer Line Relocation Sampling

Construction plans require the relocation of an underground sewer line located in the project corridor near the Canadian National/Illinois Central Railroad. The sewer line replacement calls for directional boring approximately 225 L.F. and excavation of approximately 380 L.F. to 15' below ground surface (bgs). The directional bore and excavation begin on the W.R. Grace property, extends beneath the railroad, crossing the Chromasco property and the adjacent City of Memphis property.

Investigation Plan:

Due to the potential of the soil to be impacted in the location of the sewer line replacement, F&A proposes to install three soil borings using a hydraulic push Geoprobe rig. Soil and ground water samples (if encountered) will be collected to determine if contamination exists in the affected soil. Proposed sampling locations are shown on Figure 1.



FISHER &
ARNOLD, INC.

Mr. Michael Oakes, P.E.

March 10, 2009

Page 4

Laboratory Analysis:

Samples will be analyzed for PCBs that were detected in the existing ditch during previous W.R. Grace investigations and constituents that have been detected on the Chromasco property identified in documents reviewed for preparation of the Categorical Exclusion. The sample analysis includes:

- PCB's per laboratory method 8082
- TAL Metals per laboratory method 6010/7470
- CR6 (Hexavalent Chromium)
- Cyanide

Task 6: W.R. Grace File Review

The proposed Fite Rd. ROW requires the acquisition of a portion of a parcel owned by W.R. Grace. A known chlorinated solvent plume underlying the parcel at approximately 30 feet bgs is being monitored for natural attenuation. Several ground water monitoring wells are also located in or adjacent to the new Fite Rd. corridor. F&A proposes to acquire recent sampling results and investigation reports to determine the solvent impact present beneath the new Fite Rd. ROW, and to determine if any of the monitoring wells will require closure and/or replacement during construction of the new Fite Rd. alignment. Due to the anticipated depth of ground water at the Grace facility, significant contact with ground water is not anticipated for this project. Accordingly, no additional ground water data collection is proposed on the Grace site for this project.

Task 7: Additional Properties Assessment

In addition to the parcels to be investigated as described in the above sections, a portion of an additional eight properties will be acquired for the new Fite Rd. ROW. The property review in the Categorical Exclusion process revealed no significant environmental issues on these properties. However, as required by Federal Guidelines for the ROW acquisition phase, F&A proposes to undertake a more in-depth Limited Environmental Due Diligence by completing the Transaction Screening process in accordance with ASTM 1528-06 Transaction Screen Questionnaire (TSQ) to determine if current or historical environmental issues are present on these properties. The TSQ will include:

- Owner/Occupant interview;
- Site Visit;
- Updated Government Records Review;
- Historical Documentation Review; and,
- Completion of the Transaction Screen Questionnaire form.

During preparation of the environmental sampling work plan for properties on or adjacent to the Grace and Chromasco properties, F&A will begin the TSQ process for the remaining eight properties. A brief letter style report will be delivered to Shelby



FISHER &
ARNOLD, INC.

Mr. Michael Oakes, P.E.
March 10, 2009
Page 5

County and TDOT for these eight properties to expedite ROW work on these properties.

Task 8: Report Preparation and TDEC/TDOT Approval

F&A will develop a final report of data and findings for review by TDEC and TDOT. The report will include Recommendations that will pertain to the right-of acquisition and construction projects. This step will require Brownfields coordination and /or land-use restrictions to be placed on the acquired property. Approximate cost estimates for potential remediation on these future right-of-ways will be provided. However, the report will not include specifications, recommended work practices, or health & safety provisions for project workers, as these issues will be considered as a part of the construction project.

Fee Proposal

The scope of this work plan is believed to be sufficient to collect the identified environmental data for ROW acquisition and project implementation. The field investigation tasks are proposed based on our past experience with TDEC; however, the actual tasks required by TDEC may vary, and the actual final costs of the additional investigation work may change. Estimated costs for implementation of the above work plan include:

Work Plan Development/Regulatory Meetings/

TDEC Approval (Task 1):	\$6,900
Data Acquisition (Tasks 2-7):	\$11,200
Drilling Subcontractor (Task 2-5):	\$9,900
Laboratory (Tasks 2-5):	\$19,300
Reporting (Task 8):	<u>\$15,700</u>

F&A Project Total \$63,000

Potential Brownfields Program Fees to TDEC \$5,000

Pending the findings of this work plan, additional information may be required by the selected construction contractor for development of construction health and safety documents and for disposal of impacted soil, and is anticipated to be covered under construction related services.

Schedule

F&A is prepared to begin preparation of the work plan and coordination with TDEC upon approval. F&A will attempt to initially begin TSQ Screening for the suspected "non-environmentally impacted" properties. If possible, ROW work could begin with the suspected non-impacted properties. Based on an estimated Shelby County approval date of April 16, the estimated project schedule includes:



FISHER &
ARNOLD, INC.

Mr. Michael Oakes, P.E.
March 10, 2009
Page 6

April 16-April 27:
April 30-May 25:
May 25-June 12:
June 15-June 29:
July 1-July 10:
July 13-August 7:
August 10-August 21:

Work Plan Development, TSQ Investigations
TDEC Review/Approval, TSQ Report Prep.
Property Access, Scheduling, TSQ Submittal
Data Acquisition/Analysis
Report Preparation
TDEC/TDOT Review and Approval
Prepare Environmental Specifications for Bid
Package (If Necessary)

Assumptions

Due to significant insurance and permitting requirements the environmental scope of work does not include data collection within the railroad ROW.

Thank you for the opportunity to provide these services to you. Should you have any questions or require additional information, please give me a call.

Sincerely,

FISHER & ARNOLD, ENVIRONMENTAL

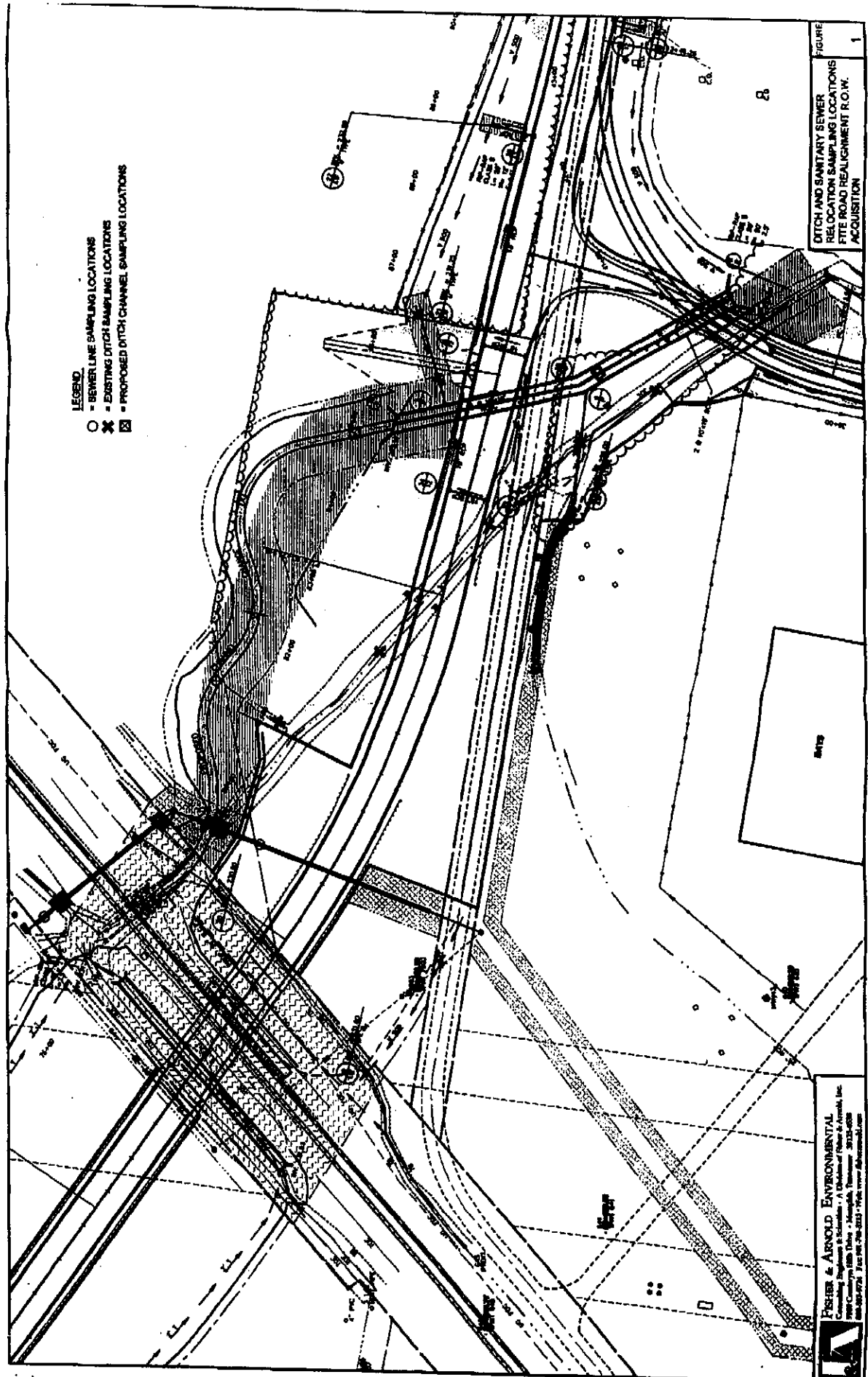
Richard E. Gafford, P.E.
Vice President

Gene M. Bailey, P.E.
Principal
(Reviewed by)

REG/mkg

Attachments: Figures 1 & 2

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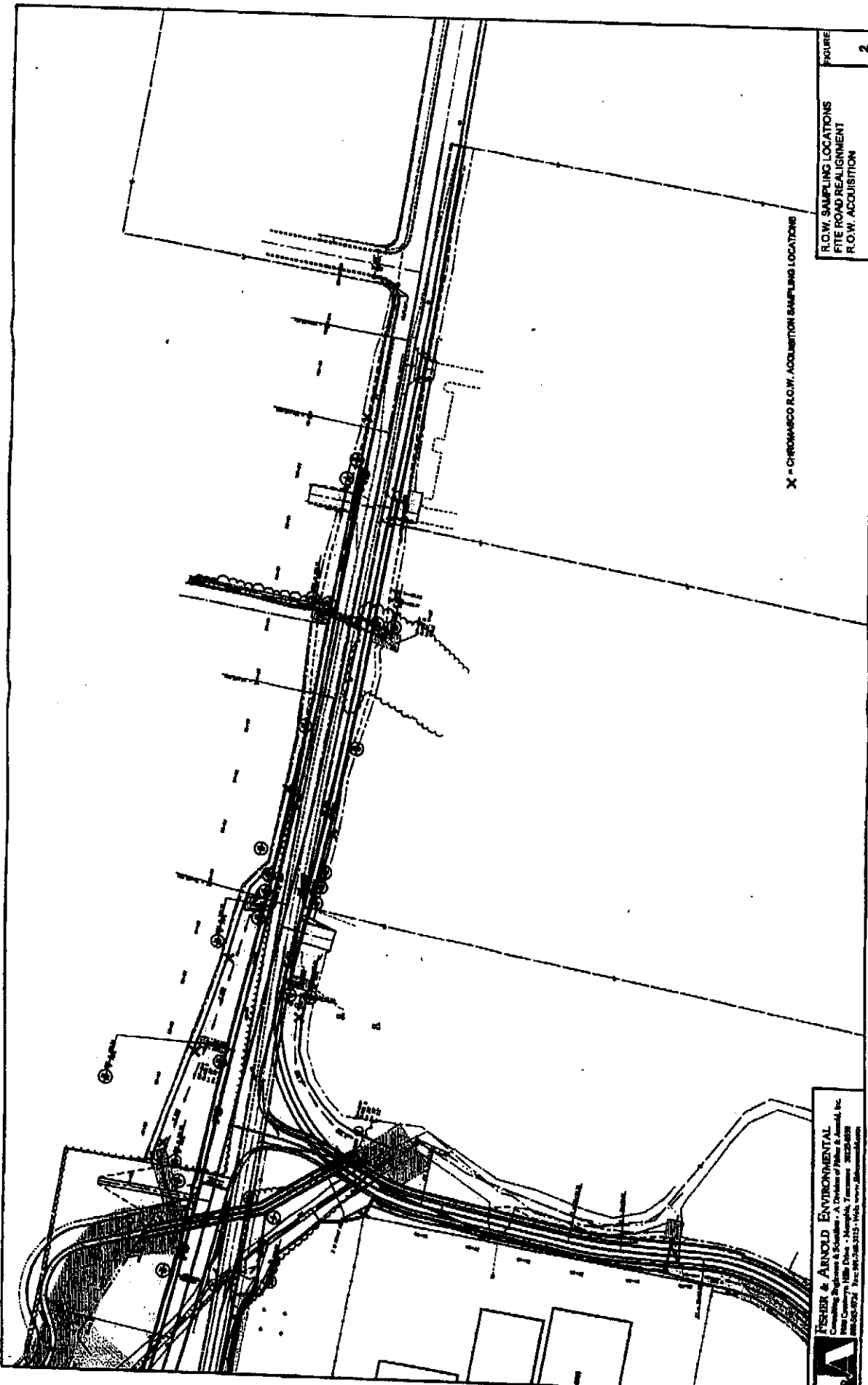


FIGURE
2

CHROMASCO R.O.W. ACQUISITION SAMPLING LOCATIONS

FISHER & ARNOLD ENVIRONMENTAL
Consulting Engineers & Scientists, A Division of Fisher & Arnold, Inc.
1800 Dimes • Memphis, Tennessee 38125-0808
901-505-8971 Fax: 901-768-3315 • Web: www.fishernad.com

GRATUITY DISCLOSURE FORM

Shelby County Ethics Commission

INSTRUCTIONS: This form is for all persons receiving any Shelby County Government contract, land use approval or financial grant money to report any gratuity that has been given, directly or indirectly, to any elected official, employee or appointee (including their spouses and immediate family members) who is involved in the decision regarding the contract, land use approval, or financial grant of money.

1. NAME

FISHER & ARNOLD, INC.

2. DATE OF GRATUITY

NONE

3. NATURE AND PURPOSE OF THE GRATUITY

NONE

4. NAME OF THE OFFICIAL, EMPLOYEE, APPOINTEE, OR FAMILY MEMBER WHO RECEIVED THE GRATUITY

NONE (Does not include Fisher & Arnold, Inc. Employee Campaign Contributions).

5. NAME OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY

NONE

6. ADDRESS OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY

NONE

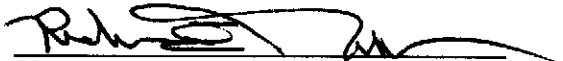
7. DESCRIPTION OF THE GRATUITY

NONE

8. COST OF THE GRATUITY (If cost is unknown and not reasonably discernible by the person giving the gratuity, then the person giving the gratuity shall report a good faith estimate of the cost of the gratuity.)

NONE

9. The information contained in this Gratuity Disclosure Form, and any supporting documentation or materials referenced herein or submitted herewith, is true and correct to the best of my knowledge, information and belief and affirm that I have not given, directly or indirectly, any gratuity to any elected official, employee or appointee (including spouse and immediate family members) that has not been disclosed and I affirm that I have not violated the provisions of the Shelby County Government Code of Ethics.


Signature

3/16/09
Date

RICHARD E. GAFFORD, VICE PRES.
Print Name

A copy of your completed form will be placed on the Shelby County Internet website.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/16/2009

PRODUCER Crow Friedman Group, LLC 5141 Wheel's Dr. Memphis, TN 38117		(901) 820-0400		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Fisher & Arnold Inc. 9180 Crestwyn Hills Drive Memphis, TN 38125-8538		INSURERS AFFORDING COVERAGE		NAIC #	
		INSURER A: Hartford Casualty Insurance Co.			
		INSURER B: Sentinel Insurance Company Ltd.			
		INSURER C: Hartford Insurance Co. of the Midwest			
		INSURER D: Liberty Insurance Underwriters Inc.			
		INSURER E:			

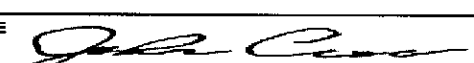
COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A			GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	20SBANY9122	3/1/2009	3/1/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B			AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	20UECPN0467	3/1/2009	3/1/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
			GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A			EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ <input checked="" type="checkbox"/> RETENTION \$ 10,000	20SBANY9122	3/1/2009	3/1/2010	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$ \$
C			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	20WECJO5470	7/1/2008	7/1/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D			Professional Liability	AEE197066-0109	3/1/2009	3/1/2010	Each Claim \$2,000,000
D			Professional Liability	AEE197066-0109	3/1/2009	3/1/2010	Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

It is hereby understood and agreed that Shelby County Government, its elected officials, appointees and employees are included as Additional Insured on the General Liability policy referenced above. Project: Design of Fite Road from U.S. Highway 51 to Woodstock Blvd. Contract #CA992518

CERTIFICATE HOLDER Shelby County Government Purchasing Department 160 North Main, Suite 550 Memphis, TN 38103-	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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ITEM LANGUAGE: A RESOLUTION APPROVING AMENDMENT NO. 8 TO CONTRACT NO. CA992518 WITH FISHER & ARNOLD, INC. FOR ENVIRONMENTAL AND DESIGN SERVICES FOR FITE ROAD FROM U.S. HIGHWAY 51 TO WOODSTOCK BOULEVARD AND A BRIDGE OVER THE CNIC RAILROAD AND APPROVING THE USE OF PREVIOUSLY APPROPRIATED FEDERAL THROUGH STATE FUNDING AND LOCAL MATCHING FUNDS FOR THE SAID AMENDMENT NO. 8. THIS ITEM REQUIRES AN EXPENDITURE OF COUNTY CIP FUNDS IN THE AMOUNT OF \$68,000.00 WITH EIGHTY PERCENT (80%) OF THE TOTAL COST (\$54,400.00) TO BE REIMBURSED WITH FEDERAL GRANT FUNDS FROM THE TENNESSEE DEPARTMENT OF TRANSPORTATION. SPONSORED BY COMMISSIONER WYATT BUNKER.
ITEM ID: 629

=====
STEP: Originator
DATE: 3/27/2009
ORIGINATOR: darren.sanders Phone Number:545-4380
DECISION: APPROVE - Send To Department Head

STEP: Department Head
DATE: 3/30/2009
APPROVER: michael.oakes Phone Number:545-4332
DECISION: APPROVE - Send To Division Director

STEP: Assistant Division Director
DATE: 3/31/2009
APPROVER: melvin.booth
DECISION: Return To Division Director

STEP: Assistant Division Director
DATE: 4/2/2009
APPROVER: melvin.booth
DECISION: Return To Division Director

STEP: Division Director
DATE: 4/2/2009
APPROVER: ted.fox
DECISION: APPROVE - Send To Attorney

STEP: Contract Attorney Gatekeeper
DATE: 4/2/2009
APPROVER: bernita.poole
DECISION: Send To Attorney

STEP: Contract Attorney
DATE: 4/2/2009
APPROVER: lisa.kelly
DECISION: APPROVE - Send To Budget Review

STEP: General Budget Review
DATE: 4/2/2009
APPROVER: wanda.richards
DECISION: APPROVE - Send To Finance Department Administrator

STEP: Finance Administrator
DATE: 4/2/2009
APPROVER: mike.swift
DECISION: APPROVE - Send To A&F Director

STEP: A&F Director
DATE: 4/2/2009
APPROVER: mike.swift
DECISION: APPROVE - Send To CAO

STEP: CAO
DATE: 4/2/2009
APPROVER: jim.huntzicker
DECISION: APPROVED

Item _____

Prepared by: Mike Ritz

Approved by: Christy L. Kinard
Assistant County Attorney

RESOLUTION REQUESTING THE COUNTY MAYOR TO WORK WITH THE TOWN OF COLLIERVILLE TO MAKE THE COTTON CREEK SEWER SYSTEM A GRAVITY SYSTEM OR, IN THE ALTERNATIVE, TO TERMINATE THE COTTON CREEK SEWER PROJECT BY JOINT AGREEMENT WITH THE TOWN OF COLLIERVILLE AND TERMINATE THE SUPPORTING CONTRACTS WITH AFRAM AND SPRING CREEK RANCH, LLC; AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME. SPONSORED BY COMMISSIONER MIKE RITZ.

WHEREAS, After several reports of failing septic tank systems in the Cotton Creek Area, the AFRAM Corporation (AFRAM) was commissioned to perform an independent engineering study of the Cotton Creek Area and to develop alternative solutions based on their findings; and

WHEREAS, The engineering study confirmed the existence of some septic system failures due to low soil permeability rates and saturated conditions; and

WHEREAS, The system recommended by AFRAM was a Low Pressure Sewer System for use in collecting the solid material in the septic tanks and conveying the liquid waste through the Spring Creek Ranch Development's collection system to the Town of Collierville's Publicly Owned Treatment Works; and,

WHEREAS, The Shelby County Board of Commissioners approved a resolution as Item No. 9 on October 23, 2006 authorizing the County Mayor to enter into a contract with AFRAM for the study and design of the existing Cotton Creek Area Sewer System, Phase 1 and Phase 2; and

WHEREAS, The Shelby County Board of Commissioners approved a resolution as Item No. 21 on September 22, 2008 authorizing the County Mayor to enter into a contract with Spring Creek Ranch, LLC, which is 49% owned by the Stanford Group, to allow the wastewater to be transported through the Spring Creek Ranch sewer system; and

WHEREAS, The Shelby County Board of Commissioners approved a resolution as Item No. 22 on September 22, 2008 authorizing the County Mayor to amend the aforementioned contract with AFRAM to dictate the sewer system design be a Low Pressure Sewer System; and

WHEREAS, The Shelby County Board of Commissioners approved a resolution as Item No. 23 on September 22, 2008 authorizing the County Mayor to enter into a contract with the Town of Collierville to treat the liquid waste; and

WHEREAS, All aforementioned contracts have been executed; and

WHEREAS, It has come to the attention of the Shelby County Board of Commissioners that the Cotton Creek Community is divided on the solution to the septic system issue, and not all residents currently have septic tank problems; and

WHEREAS, A conventional Gravity System appears to be preferable to a Low Pressure Sewer System over the long term.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the County Mayor be and is hereby requested to work with the Town of Collierville to make the Cotton Creek Sewer System a Gravity System or, in the alternative, to terminate the Cotton Creek Sewer Project by joint agreement with the Town of Collierville and terminate the supporting contracts with AFRAM and Spring Creek Ranch, LLC.

BE IT FURTHER RESOLVED, That the County Mayor be and is hereby authorized to execute any and all documents necessary to effectuate the intent of this resolution.

BE IT FURTHER RESOLVED, That this resolution shall take effect immediately, the public welfare requiring the same.

A C Wharton, Jr.
Shelby County Mayor

Date: _____

ATTEST:

Clerk of County Commission

Adopted:_____

ITEM # _____

PREPARED BY: Jake Haley

APPROVED BY: Carter Gray
County Attorney

ORDINANCE NO. _____

AN ORDINANCE BY THE SHELBY COUNTY BOARD OF COMMISSIONERS AMENDING THE SHELBY COUNTY FIRE CODE, AS ADOPTED BY THE SHELBY COUNTY BOARD OF COMMISSIONERS IN ORDINANCE # 251 ON SEPTEMBER 10, 2001, SO AS TO MAKE CERTAIN CHANGES AS HEREINAFTER SET OUT AND ESTABLISH AN EFFECTIVE DATE THEREFORE. ORDINANCE SPONSORED BY COMMISSIONER CHISM.

WHEREAS, The Shelby County Board of Commissioners have previously adopted the Standard Fire Prevention Code, 1999 Edition, with certain local amendments thereto, now collectively known as the Shelby County Fire Prevention Code; and

WHEREAS, It has been determined that it is necessary and prudent to make certain changes in that Code by way of amendment incorporated herein by reference, as if set out in their entirety; and

WHEREAS, The Shelby County Board of Commissioners has previously adopted the 2003 International Code Council Editions of the Building, Mechanical Plumbing, Existing Building, Fuel Gas and Electrical Codes and wishes to insure that the Shelby County Fire Prevention Code is compatible to the maximum extent practical with these other Technical Codes as locally amended and adopted.

NOW, THEREFORE, BE IT ORDAINED BY THE SHELBY COUNTY BOARD OF COUNTY COMMISSIONERS THAT:

Section 1. The Shelby County Fire Prevention Code is hereby amended by adopting the *2003 Edition of the International Code Council (ICC) Fire Code* including:

Appendix B- Fire Flow Requirements for Buildings
Appendix C - Fire Hydrant Locations and Distribution
Appendix D - Fire Apparatus Access Road
Appendix E - Hazard Categories
Appendix F - Hazard Ranking
Appendix G - Cryogenic Fluids –Weight And Volume Equivalents

in substitution for, and instead of, the Standard Fire Prevention Code, 1999 Edition and local amendments thereto, as heretofore adopted by the Board of Commissioners of Shelby County on September 10, 2001.

Section 2. BE IT FURTHER ORDAINED, That the Shelby County Fire Prevention Code is further amended by adoption of the local amendment, attached to this Ordinance.

Section 3. BE IT FURTHER ORDAINED, That the *2003 ICC Fire Code* and those local amendments attached to this Ordinance are hereby incorporated by reference as if set out herein in their entirety, including the appendix sections noted above as adopted from the 2003 International Fire Code.

Section 4. BE IT FURTHER ORDAINED, That this Ordinance shall take effect in the unincorporated areas of Shelby County on May 1, 2009 by virtue of the passage thereof by the Board of Commissioners of Shelby County.

Chairman of County Commission

A C Wharton, Jr., County Mayor

Date_____

ATTEST

Clerk of County Commission

First Reading Date

Second Reading Date

Third Reading Date

SUMMARY SHEET

I. Description of Item

This item adopts by reference the 2003 Edition of the ICC Fire Code. This updated Code is intended to insure better coordination between the Shelby County Fire Prevention Code and the other Technical Codes that also recently were adopted and are based on the 2003 editions of their respective ICC versions.

II. Source and Amount of Funding

Not Applicable

III. Contract Items

Not Applicable

IV. Additional Information Relevant to Approval of this Item

I. Description of Item

There are numerous technical changes, but the following should be noted:

1. There are no increases in the fees charged for services related to the inspection of plans and the issuance of permit by the Shelby County Fire Department in these amendments.
2. The City of Memphis Fire Department recently adopted the 2003 Edition of the ICC Fire Code and most of the technical local amendments found in the City Fire Code have been included in the County Fire Code for better consistency and uniformity of interpretation.
3. The administrative provisions designate the Shelby County Joint Board of Appeals as the Board to hear any appeals of the Decision of the Fire Marshal.
4. Sprinkler requirements are extended to the following structures:
 - a. All new one and two family dwellings with more than 4,000 square feet in area
 - b. All new residential structures, regardless of square footage that are more than 700 feet from a public roadway

II. Source and Amount of Funding

No new funding is needed for this item.

The following amendments shall be made to the 2003 Edition of the International Code Council (ICC) Fire Code

Chapter One

1. Replace existing Section 101.1, “Title” with the following:

Section 101 .1 Title. These regulations shall be known as the Shelby County Fire Prevention Code hereinafter referred to as “this code.”

2. Replace existing Section 101.2.1, “Appendices” with the following:

Section 101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted and the following are applicable to this code:

Appendix B – Fire Flow Requirements for Buildings

Appendix C - Fire Hydrant Locations and Distribution

Appendix D - Fire Apparatus Access Road

Appendix E - Hazard Categories

Appendix F - Hazard Ranking

Appendix G - Cryogenic Fluids – Weight And Volume Equivalents

3. Add the following Language to Section 102.3 “Change of use or occupancy” so when amended it shall read:

102.3 Change of use or occupancy. The provisions of the Chapter 34 of the 2003 Edition of International Building Code, as locally amended, or the 2003 International Existing Building Code, as locally amended, shall apply to all buildings undergoing a change of occupancy.

4. Add the following language to Section 102.4 “Application of building code” so when amended it shall read:

102.4 Application of building code. The design and construction of new structures shall comply with the 2003 Edition of the International Building Code, as locally amended. Repairs, alterations and additions to existing buildings shall comply with provisions of the Chapter 34 of the 2003 Edition of the International Building Code, as adopted with local amendments or 2003 Edition of the International Existing Building Code, as adopted with local amendments.

5. Add the following language to Section 102.5 “Historic Buildings” so that it shall read,

Section 102.5 Historic Buildings. The construction, alteration repair, enlargement, restoration, relocation or movement of existing buildings or structures that are designated as historic buildings when such buildings or structures do not constitute a distinct hazard

to life or property shall be in accordance with the provisions of the Chapter 34 of the 2003 Edition of the International Building Code, as locally amended, or the 2003 Edition of the International Existing Building Code, as locally amended.

6. Modify Section 103.2 by deleting the phrase in the first sentence that reads “and the Fire Code Official shall not be removed from office except for cause and after full opportunity to be heard on specific and relevant charges by and before the Appointing Authority.” and replace it with the following language: “And shall serve at the will and pleasure of the Appointing Authority.”

7. Add the following language to Section 104.2 “Applications and permits” so that when amended it shall read:

104.2 Applications and permits. - The Fire Code Official, in conjunction with the Building Official for Shelby County, where appropriate, is authorized to receive applications, review construction documents and issue or authorize the issuance of permits for construction regulated by this code, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this code.

8. Modify the following language to Section 104.6 “Official Records” so that when amended it shall read:

104.6 Official Records - The Fire Code Official shall keep official records as required by Sections 104.6.1 through 104.6.4. Such official records shall be retained for not less than five years or as long as required in the appropriate Tennessee Code Annotated Section dealing with retention of such records, which ever is shorter.

9. Modify the language to Section 104.6.3 “Fire Records” so that when amended it shall read:

104.6.3 Fire Records The fire department shall keep a record of fires occurring within its jurisdiction and of facts concerning same, together with other information required by the fire code official.

10. Modify the following language to Section 104.6.4 “Administration” so that when amended it shall read:

104.6.4 Administration. - Applications for modification, alternative methods or materials, and the final decision of the Fire Code Official shall be in writing and shall be officially recorded in the permanent records of the Fire Code Official.

11. Modify the following language to Section 104.9 Alternative materials and methods” so that when amended it shall read:

104.9 Alternative materials and methods. The provisions of this code are not intended to prevent the installation of any material or to prohibit any method of construction not

specifically prescribed by this code, provided that any such alternative has been approved. The Fire Code Official, in coordination with the Building Official, when appropriate, is authorized to approve an alternative material or method of construction where the Fire Code Official finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety.

12. Modify the following language to Section 105.1.2 “Types of permits” so that when amended it shall read:

105.1.2 Types of permits. There shall be two types of permits as follows:

1. Operational Permits or Certificate of Occupancy. An operational permit allows the applicant to conduct an operation or a business for which a permit is required by Section 105.6 for either:
 - 1.1 A prescribed period
 - 1.2 Until renewed or revoked
2. Construction permit. A construction permit allows the applicant to install or modify systems and equipment for which a permit is required by Section 105.7.

13. Delete Section 105.2 “Application” in its entirety and replace it with the following language and tables so that when amended it shall read as follows:

105.2 Application. Application for a new permit required by this code in the unincorporated areas of Shelby County shall be made to the Fire Code Official in such form and detail as prescribed by the Fire Code Official and submitted to the Shelby County Fire Department, 1075 Mullins Station Road, Building C, 2nd Floor, Memphis, TN. 38134. Fees shall be in accordance with the schedule provided below in Section 105.2 Table 1 through Section 105.2 Table 5 which fees shall also appear on the reverse side of the application. The issuance of a permit shall not be held to constitute approval to violate provisions of any Code or other ordinances approved by the Shelby County Commissioners. Applications for permits shall be accompanied by such plans as prescribed by the Fire Code Official.

Section 105.2- Table 1

<u>ORIGINAL INSPECTIONS:</u> Fee for original inspection for occupancies, which require Fire Department approval for state licensing, including, but not limited to:	
Day Care Centers	\$ 75.00
Adult Day Care Centers	\$ 75.00
Residential Board and Care Homes	\$ 75.00
Day Treatment Centers	\$ 75.00
Institutional Occupancies	\$ 100.00
Alcohol and Drug Care Centers	\$ 75.00

Section 105.2 -Table 2

<u>YEARLY INSPECTIONS: Fees for annual re-inspections for occupancies which require Fire Department approval for state licensing, including, but not limited to:</u>	
Day Care Centers	\$ 50.00
Adult Day Care Centers	\$ 50.00
Residential Board and Care Homes	\$ 50.00
Day Treatment Centers	\$ 50.00
Institutional Occupancies - More than 10,000 Sq. Ft.	\$100.00
Institutional Occupancies -10,000 Sq. Ft. or less	\$50.00
Alcohol and Drug Care Centers	\$50.00

Section 105.2 - Table 3

<u>PLANS REVIEW FOR NEW INSTALLATION: The following fees include plans review and two (2) approval inspections for new installations: (See Note 1 below for additional information on inspections)</u>	
Fire Pump Installation	\$ 100.00
Fire suppression System (Hood)	\$ 100.00
Smoke and Heat Detection Systems	\$ 100.00
Standpipe Systems	
1. Sprinkler system (each system)	\$ 100.00
2. Halon Systems	\$ 100.00
3. Dry/Wet Chemical Systems	\$ 100.00
4. Carbon Dioxide Systems	\$ 100.00
5. Foam Systems	\$ 100.00
6. Foam Water Systems	\$ 100.00
7. Fire Alarm Systems	
A.) 1-5 Stories	\$ 100.00
B.) 6+ Stories	\$ 150.00
C.) If building has atrium added	\$ 50.00
8. Transmitter installation for the purpose of supervising a fire protection system	\$ 50.00
9. Point of connection to fire alarm by central station to monitoring station	\$ 50.00
Private Fire Hydrant Installation	\$ 50.00
1. Each additional Hydrant	\$ 25.00
Flammable Liquid Storage Room	\$ 75.00
Flammable Liquid Storage Building	\$ 100.00
Hazardous Chemical Storage Room	\$ 75.00
Hazardous Chemical Storage Building	\$ 100.00
Paint Spray Booth	\$ 50.00
Paint Spray Room/area	\$ 100.00
Installation of Inside/outside Above ground Flammable /combustible liquid storage tanks	\$ 100.00
Installation of Inside/Outside Above Ground	\$ 100.00

Hazardous Chemical Storage Tank	
Liquid Petroleum Storage Tank (120Gal.+)	\$ 100.00
Cryogenic Storage Tank	\$ 100.00

Note 1: Additional inspections required in connection with the permit approval, after the first two (2) inspections, shall be assessed at a rate of \$25.00 per man hour expended.

Section 105.2 - Table 4

PLANS REVIEW FOR ALTERATIONS: The following fees include plans review and two (2) approval inspections: (See Note 1 below for additional information on inspections)	
Fire suppression System (Hood)	\$ 50.00
Smoke and Heat Detection Systems	\$ 100.00
Standpipe Systems	
1. Halon Systems	\$ 50.00
2. Dry/Wet Chemical Systems	\$ 50.00
3. Carbon Dioxide Systems	\$ 50.00
4. Foam Systems	\$ 50.00
5. Foam Water Systems	\$ 50.00
6. Sprinkler Systems (10+ Heads)	\$ 50.00
7. Fire Alarm Systems	
A.) 1-5 Stories	\$ 50.00
B.) 6+ Stories	\$ 75.00
Flammable Liquid Storage Room	\$ 75.00
Flammable Liquid Storage Building	\$ 100.00
Hazardous Chemical Storage Room	\$ 75.00
Hazardous Chemical Storage Building	\$ 100.00
Paint Spray Booth	\$ 50.00
Paint Spray Room/area	\$ 100.00
Installation of Inside/outside Above ground Flammable /combustible liquid storage tanks	\$ 100.00
Installation of Inside/Outside Above Ground Hazardous Chemical Storage Tank	\$ 100.00
Liquid Petroleum Storage Tank (120Gal.+)	\$ 100.00
Cryogenic Storage Tank	\$ 100.00

Note 1: Additional inspections required in connection with the permit approval, after the first two (2) inspections, shall be assessed at a rate of \$25.00 per man hour expended.

Section 105.2 - Table 5

Misc. Fees and Permits	
Fire Works Display Only (Stand by fireman require additional cost)	\$25
Tent Inspection (120 Sq. Ft. to 1,000 Sq. Ft.)	\$10
Tent Inspection (over 1,000 Sq. Ft.)	\$25
Cutting and Welding	\$25
Flammable and Combustible Liquid	\$50

Underground Tank Test	
Flammable and Combustible Liquid Line Test	\$50
Flammable and Combustible Liquid Tank removal	\$50
Use, Handle or Store Explosives	\$50
Fire Inspection Report - First Page	\$10
Each additional Page	\$1
Fire Inspection Required by Alcohol Commission	\$50
Fire Inspection Photos (per photo)	\$10
Permit for approved, controlled, open burn	\$50
Inspection required for insurance or similar purpose (Charge per hour including travel)	\$25
High Pile Combustible storage exceeding 2,500 sq. ft.) For Compliance with Chapter 23	\$100

14. Delete Section 105.2.1 “Refusal to issue permit”, in its entirety and replace it with the following language, so that when amended it shall read:

105.2.1 Refusal to issue permit. If the application for a permit describes a use that does not conform to the requirements of this code and other pertinent laws and ordinances, the Fire Code Official shall not issue or authorize the issuance of a permit, but shall return the application to the applicant with the refusal to authorize the issuance of such permit. Such refusal shall, when requested, be in writing and shall contain the reasons for the refusal. Any fee submitted for such application shall be retained by the Fire Code Official.

15. Section 105.2.4 “Action on application” is amended by deleting the phrase “issue a permit” in the last sentence and replace it with the phrase, “authorize the issuance of a permit.” so that when amended it shall read:

105.2.4 Action on application. The Fire Code Official shall examine, or cause to be examined, applications for permit and amendments thereto within a reasonable time after filing. If the application or construction documents do not conform to the requirements of pertinent laws, the Fire Code Official shall reject such application in writing stating the reason therefore. If the Fire Code Official is satisfied that the proposed work or operation conforms to the requirements of this code and laws and ordinances applicable thereto, the Fire Code Official shall issue or authorized the issuance of a permit therefore as soon as practicable.

16. Add a new Section 105.2.5 “Timing of application” which shall read as follows:

105.2.5 Timing of application- Any application for a permit shown in Section 105.2 Table 5 submitted less that forty eight (48) hours in advance of date permit is needed shall be subject to an additional fee of twenty-five (\$25.00) dollars. The failure to obtain

permit approval prior to installation or the beginning of construction shall result in a fee double the standard fee for the installation or construction being charged.

17. Section 105.3.3 “Occupancy prohibited before approval” shall be amended by modified by replacing the term “issuing a permit that indicates” with the phrase “notifying the Building Official” after the term Fire Code Official, so when modified it shall read as follows:

105.3.3 Occupancy prohibited before approval. The building or structure shall not be occupied prior to the Fire Code Official notifying the Building Official that all applicable provisions of this code have been met.

18. Section 105.3.4 “Conditional permits” shall be modified by adding the term “only fire prevention code” after the first word in the first sentence so when modified it shall read as follows:

105.3.4 Conditional permits. Where only fire prevention code permits are required and upon the request of a permit applicant, the Fire Code Official is authorized to issue a conditional permit to occupy the premises or portion thereof before the entire work or operation on the premises is completed, provided such portion or portions will be occupied safely prior to full completion or installation of equipment and operations without endangering life or public welfare. The Fire Code Official shall notify the permit applicant in writing of any limitations or restrictions necessary to keep the permit area safe. The holder of a conditional permit shall proceed only to the point for which approval has been given, at the permit holder’s own risk and without assurance that approval for the occupancy or the utilization of the entire premises equipment or operations will be granted.

19. Section 105.3.7 “Information on permit” is deleted in its entity and replaced with the following:

105.3.7 Information on the permit. The Fire Code Official shall authorize the issuance of all permits required by this code on a form furnished for that purpose. The permit shall contain a general description of the operation or occupancy and its location and any other information required by the fire code or building official. Issued permits shall bear the signature of the fire code official, building official or other approved legal authorization.

20. Section 105.4.1 “Submittals” is deleted in its entirety and replaced with the following:

105.4.1 Submittals. Unless otherwise stated, three sets of any construction documents required exclusively by this code shall be submitted and shall be in such form and detail as required by the fire code official. The construction documents shall be prepared by a registered design professional where required by the statutes of the jurisdiction in which the project is to be constructed.

21. Section 105.6.28 “LP gas” is amended to add the following sentence at the end of section 1 after the word “gas”:

It shall be the responsibility of the owner of the LP container to obtain the permit.

22. Section 105.6.44 “Temporary membrane structures, tents and canopies” is amended to delete the entire section and substitute in lieu thereof the following:

105.6.44 Temporary membrane structures, tents and canopies No person shall erect, operate or maintain a tent, air supported structure or canopy covering an area in excess of 120 sq ft (11.15m²) without a permit.

Exception: Tents used exclusively for camping purposes.

23. A new Section 105.6.44.1 is added and shall read as follows:

105.6.44.1 Who must obtain permit. It shall be the responsibility of the owner of the tent to obtain the permit.

24. Delete Section 108.1 “Board of appeals established” and replace it with the following:

108.1 Board of Appeals established. In order to hear and decide appeals of orders, decisions or determinations made by the fire code official relative to the application and interpretation of this code, the Shelby County Board of Appeals, established in County Ordinance 3333, shall be and is hereby authorized to act as the appellate board for the Department. All procedures and membership for this Board shall be as described in the above cited ordinance and all later amendments thereto.

25. Section 108.3 “Qualifications” shall be deleted and no replacement given.

26. Section 109.3 “Violation penalties” is deleted in its entirety and replaced with the following:

109.3 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire official, or a permit or certificate used under the provisions of this code shall be guilty of a civil offense, punishable by a fine of not more than fifty (\$50.00) dollars per day. Each day or part thereof that a violation continues after due notice has been served shall be deemed a separate offense.

27. Section 111.4 “Failure to comply” is deleted in its entirety and replace with the following:

111.4 Failure to Comply. - Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than twenty five dollars (\$25.00) and not more than fifty (\$50.00) dollars per day with each day or part thereof that the activity occurs being considered a new violation and as such subject to a new fine.

28. Chapter 2 “Definitions” is amended by adding the following new definitions at their appropriate location based on their alphabetic order:

Alternate Source Of Water – For one and two family dwellings not exceeding two stories in height, and unable to comply with the water main and fire hydrant requirements; for the following Insurance Services Offices calculations of needed fire flow shall be required

1. The alternate source of water shall be within 500 feet of the structure being protected
2. An all-weather hard surface roadway shall be provided to within ten feet of the deep end of the source of water

EXCEPTION: A dry hydrant may be substituted for items 1 and 2 above.

3. When wood shingle roof covering is on the building being considered, or on the exposed building, and additional 500 gallons per minute (GPM) to the needed fire flow

- 4 The alternate source of water shall have a minimum capacity capable of providing the following needed fire flows for one hour

<u>Distance between buildings</u>	<u>Needed fire flow for one hour</u>
Over 100 feet	500 GPM = 30,000 gallons
31-100 feet	750 GPM = 45,000 gallons
11-31 feet	1,000 GPM = 60,000 gallons
10 feet or less	1,500 GPM = 90,000 gallons

Dry Hydrant – Where access to an alternative source of water is impossible, the following may be installed for drafting water from lakes or ponds. A six inch diameter pipe run horizontally (not more than 150 feet) three feet below the lowest water table to a vertical pipe which does not exceed twenty feet in height and ends two feet above grade. The vertical pipe shall be fitted with a 90 degree elbow and a NST 5 inch female coupling for attachment to fire department drafting hose. Water in the vertical pipe will, at the lowest water table be three feet from the bottom.

Light Wood Truss: Manufactured from the natural wood fiber in trees, cut and dried to nominal dimensions such as 2 x 4, 2 x 6, 2 x 8, 2 x 10, 2 x 12, etc., which is used in floor and ceiling systems. These wooden structures are composed of a combination of members such as chords, diagonals, and web members, usually in same triangular arrangements so as to constitute a rigid framework.

Chord: A principal member of a truss which extends from one end to the other, primarily to resist bending; usually on of a pair of such members.

Diagonal: In a framed structure, an inclined member running across a panel as in a truss.

Web: The portion of a truss or girder between the chords or flanges, whose principal function is to resist shear on the span.

Chapter 3 **General Precautions Against Fire**

29. Section 307.2 “Permit required” is amended by deleting it in its entirety and substituting in its place the following section.

307.2 Permit required. A permit shall be obtained from the fire code official in accordance with section 105.6 prior to kindling a fire for recognized silvicultural or range or wildlife management practices, prevention or control of disease or pests, or a bonfire. A permit is also needed for fires for the burning of bodies of dead animals, including poultry, where no other safe and/or practical disposal method exists. Applications for such permits or approval shall be presented by and permits only issued to the owner of the land upon which the fire is to be kindled. Department approval, but no permit, is required for the following fires provided no nuisance is or will be created by the open burning.

1. Fire used for the reduction of leaves on the premises on which they fall,
2. Fire used for carrying out recognized agricultural procedures necessary for the production or harvesting of crops or for the control of diseases or pests, in accordance with practices acceptable to the Department
3. Fire used for the cooking of food, including barbecues and outdoor fireplaces with the exception of a portable charcoal or LP Gas barbecue grill inside, under or within ten (10) feet of a structural member attached to, or part of, Group R-1 or R-2 residential buildings, which is prohibited, in a non-commercial facility.

EXCEPTION: Open burning may be permitted when all the following conditions are met:

- a. A request is properly filed with the Health Department under its air pollution code stating why open burning must be employed to dispose of the material involved, the amount and kind of material to be burned, the exact location where the burning will occur and the dates when the open burning will be accomplished.
- b. Approval is received by the Health Department
- c. A permit is secured from the fire code official
- d. The burning is accomplished between the hours of 9:00 A.M. and 4 P.M. or as authorized by the Health Department.

30. Section 307.2.2 “Prohibited open burning” is amended by deletion of the section in its entirety and substitution of the following section in its place:

307.2.2 Prohibiting open burning. The fire code official may prohibit any or all bonfires and outdoor burning, including any permitted or authorized open burning, that will be offensive, objectionable or hazardous to public safety by reason of atmospheric

conditions or other local circumstances, including predicted local air quality. The fire code official is authorized to order the extinguishment by the permit holder or the fire department of open burning which creates or adds to a hazardous or objectionable condition.

31. Section 307.2.3 “Continuing responsibility” is added and shall read as follows:

307.2.3 Continuing responsibility. Any grant of permission or permit to burn under this section will not relieve the person receiving the authorization or permit from the consequences of any damages, injuries or claims resulting from such burning.

32. Section 307.3 “Location” is amended by the deletion of the first “Exceptions” so that when amended it shall read as follows:

307.3 Location. The location for open burning shall not be less than 50 feet (15,240 mm) from any structure, and provisions shall be made to prevent the fire from spreading to within 50 feet (15,240 mm) of any structure.

Exception:

1. The minimum required distance from a structure shall be 25 feet (7,620 mm) where the pile size is 3 feet (914 mm) or less in diameter and 2 feet (610 mm) or less in height.

33. Section 307.3.2 “Recreational fires” is omitted in its entirety and no substitute language is provided.

34. Section 308.3.1 “Open flame cooking devices” is amended to delete the entire section and substitute in lieu thereof the following:

308.3.1 Open flame cooking devices. Open flame cooking devices shall not be used on combustible balconies of multiple-family dwellings, two or more stories in height. They also shall not be used on balconies of these buildings where a noncombustible balcony is connected to a building of combustible construction, or within ten (10) feet of such buildings.

EXCEPTION: Electric grills not employing open flames for the cooking medium shall be permitted.

35. Section 311.1.1 “Abandoned premises” is amended by deletion in its entirety and replacement of the following section:

311.1.1 Abandoned premises. Buildings, structures and premises for which the owner cannot be identified or located by dispatch of a certificate of mailing to the last known or registered address, which persistently or repeatedly becomes unprotected or unsecured, which have been occupied by unauthorized persons or for illegal purposes, or which present a danger of structural collapse or fire spread to adjacent properties shall be

considered abandoned, declared unsafe and abated by demolition or rehabilitation in accordance with the 2003 Edition of the International Building Code, as locally amended.

Chapter 4

Emergency Planning and Preparedness

36. Section 401.1 “Scope” is amended to delete the Exception without replacement.

37. Section 405.2 “Frequency” is amended to add the following sentences at the end of the section after the word “procedure”.

In all Group H and Group F occupancies, fire drills shall be held every six (6) months where fire alarm facilities are provided as required by this code. Fire drills shall be held to familiarize the occupants and building personnel with emergency procedures.

38. Table 405.2 “FIRE AND EVACUATION DRILL FREQUENCY AND PARTICIPATION” is amended by adding the two group or occupancy classifications and the frequency and participation requirements shown above so when amended the Table shall appear as follows:

Group or Occupancy	Frequency	Participation
Group A	Quarterly	Employees
Group E	Monthly ^a	All Occupants
Group I	Quarterly each shift	Employees ^b
Group R-1	Quarterly each shift	Employees
Group R-4	Quarterly each shift	Employees ^b
Group H	Semi-annual each shift	Employees
Group F	Semi-annual each shift	Employees

a. The frequency shall be allowed to be modified in accordance with Section 408.3.2.

b. Fire and evacuation drills in residential care assisted living facilities shall include complete evacuation of the premises in accordance with Section 408.10.5. Where occupants receive habilitation or rehabilitation training, fire prevention and fire safety practices shall be included as part of the training program.

Chapter 5

Fire Service Features

39. Section 502 “Definitions” shall be amended to add the following definitions at their appropriate location based on their alphabetic order:

Fenced compounds Properties such as but not limited to, car lots, storage lots, warehouses, retail or wholesale businesses, night watchmen staffed facilities, or the facility is open during business hours and uninhabited when closed, etc.

Residential communities A community shall be defined as a location at which a group resides and/or dwells, including but not limited to, apartments, hotels, modular home communities, private subdivision, etc.

40. Section 503.6 “Security gates” is amended to delete the entire section and substitute in lieu thereof the following sections and subsections:

503.6 Security gates. Any gated and/or fenced community shall have at least one 20 foot opening gate which shall be designated as the Fire Department primary access. This gate shall conform to sections 503.6.1.1 through 503.6.1.6 and, if automated, shall be equipped with both primary and secondary overrides. (See also Appendix D, Section D103.5)

EXCEPTION: Group R-3 occupancies are exempt from the requirements of this section when the fenced area is for a single occupancy.

503.6.1 Automatic gates. All automatic gates on required fire department access roadways, as determined by the Fire Official, shall provide approved override and power-off equipment. This override system shall provide controls to open and override timer functions for emergency access and power off equipment for manual operation.

503.6.1.1 Emergency override. Emergency override of all automated gate systems shall operate with power on or off. The emergency override system shall consist of a fire access housing designed as follows: The access box shall be red in color and display “Fire Dept.” or “Fire Access” in white letters on the face plate. The face plate shall be hinged and designed to accept a Medeco padlock, keyed to the Shelby County Fire Department access key. The Fire Access housing shall be equipped with an internal switch so as when the pad lock is removed and the face plate is opened, it will signal the automated gate to open. The automated gate shall remain open as long as the face plate remains open. Upon closing of the face plate and reinserting the Medeco pad lock, the automated gate shall return to normal operation. The Fire Access housing shall be installed in a manner as to be plainly visible from the cab of the approaching emergency vehicle.

503.6.1.2 Manual disconnects. All automated entry gates shall be equipped with Medeco padlocked disconnects for use in the event that the power supply to the automated gate fails or the Fire Access housing device fails to open the gate.

503.6.1.2.1 Sliding gates. For a sliding gate, the rear chain attachment point at which the chain connects to the physical gate, shall be padlocked and secured with a Fire Department keyed Medeco lock. If the disconnect is not accessible from the public side or the secured sides of the gate, a walk gate padlocked with a Fire Department keyed Medeco lock shall be installed to allow access to the disconnect.

503.6.1.2.2 Swing gates. For a swing gate, the attachment point of the swing arm to the gate shall be equipped with a disconnect pin that shall be padlocked. As with the slide style gate, this pin shall be accessible from both the public and secured sides of the gate

503.6.1.3 Additional gates. If a community design prevents emergency equipment from accessing any area of the property from the primary access gate, it may be deemed necessary by the Fire Official that more than one Fire Department access gate is required. Additional emergency access gates shall conform to the same standards as the primary gate, unless the Fire Marshal declares these gates to be secondary, and allows them to be padlock secured with a Fire Department keyed Medco lock, interlocked with the owners lock, rather than being automated.

503.6.1.4 Locking access gates. If locked, gates in fenced compounds shall be padlock secured with a Fire Department keyed Medeco padlock, interlocked with the owner's lock.

503.6.2 Access to hydrants. The Fire Marshal shall require all fences that impede access to hydrants, whether from the street or to the structure, to have 48" walk gates installed at or near those hydrants. To allow proper access to the hydrant for fire fighting purposes, these fences shall not be located within a 10' radius of the center line of the hydrant. Additionally, long runs of fencing that block access to buildings shall require the installation of walk gates at intervals not exceeding 300 linear feet. Gates installed at hydrants may be included to meet this requirement. If locked, required walk gates shall be equipped with Medeco locks properly keyed for Shelby County Fire Department use.

41. Section 505 "Premises identification" is amended by adding the following new Section 505.3 and the subsections as follows:

505.3 Identifying emblems for structures with light wood truss construction

505.3.1 Emblem permanently affixed. An identifying emblem shall be permanently affixed at all buildings having light wood truss construction. This section shall not apply to one and two family dwellings.

505.3.2 Emblem description The identifying emblem shall be in the shape of an isosceles triangle with a vertical height of six (6) inches and a horizontal length of twelve (12) inches. The background of the emblem shall be made of a white reflective material and all lettering thereon shall be made of a red reflective material, said lettering having a minimum height of at least four (4) inches with a one-half (1/2) inch stroke.

The emblem shall contain the following designations to identify the presence of wood trusses in the structure:

1. "F" shall designate a floor with truss construction.
2. "R" shall designate a roof with truss construction.
3. "F/R" shall designate both a floor and roof truss construction.

505.3.3 Location of emblem. The emblem shall be permanently affixed at one of the following locations:

1. Where a building or group of buildings has an approved Fire Department access drive(s) meeting the requirements of Section 503 of the International Fire Code, 2003 edition, as locally amended, emblems shall be placed at each entrance on the left side of each drive at a height of 3 to 5 feet above ground, no more than 3 feet from the curb line; or,
2. In the event a building or group of buildings do not have approved access drive(s) immediately adjacent to the building, the emblem shall be affixed to each building on the address side of the building visible to approaching fire companies; or,
3. At such other location (s) approved by the Fire Official.

If a building exceeds 12 tenant spaces or 12,000 square feet, additional emblems shall be provided on the building at locations designated by the Fire Official. These emblems shall be installed and maintained by the owner of the structure(s).

42. Section 508.2 “Type of water supply” add an “Exception” to the end of the section that reads as follows:

Exception – Alternative water supplies are permitted with the approval of the Fire Code Official. This will include any supply utilizing a dry hydrant access point.

43. Section 508.3 “Fire flow” is amended to delete the entire section and substitute in lieu thereof the following:

508.3 Fire flow. Fire flow requirements for buildings or portions of buildings and facilities should be based upon Memphis Light, Gas and Water (MLG&W) requirements found in Table 508.3 below. Minimum required fire flow rates shall be those found in Appendix B. Any changes to the required minimum fire flow will be determined on a case by case basis by joint agreement between MLG&W and the Shelby County Fire Department.

TABLE 508.3 Fire Flow Requirements		
Description		Minimum Flow Rate (Gallons per Minute)
Hazardous Occupancies	Major Hazard (Groups H-1, H-2 and H-3)	15,000
	Moderate Hazard (H-4 and H-5)	10,000
	Minor Hazard (As determined by the Fire Code Official)	5,000
	Up to 5000 square feet*	3,000

Storage Manufacturing Assembly >1,000 Mercantile	Between 5000 and 50,000 Square Feet, Up to 12' storage	No sprinkler = 4,000 Sprinkler System=3,000 ESFR Sprinkler System =3,000
	Between 5,000 and 50,000 square feet with over 12' storage or 50,000 to 100,000 square feet with up to 12' storage	No sprinkler = 6,000 Sprinkler System= 4,200 ESFR Sprinkler System =3,600
	Larger than 50,000 square feet with over 12' storage or over 100,000 square feet	No sprinkler = 8,000 Sprinkler System=5,600 ESFR Sprinkler System =4,800
Institutional Assembly < 1000 Business Educational Multi-Family Residential	Non-Fire resistant, 3 or more stories	4,000
	Semi-Fire resistant, 3 or more stories	3,000
	No exposure, one or two stories	3,000
One and Two Family Dwellings	Less than 3,600 square feet greater than 10' apart	2,000
	Over 3,600 or less than 3,600 square feet and less than 10' apart	3,000
Misc. or "U"	5,000 square feet	3,000

* The proper fire prevention authority reserves the right to increase fire flows for special hazard commodities and will judge these instances on a case by case basis.

Should there be any question concerning the minimum fire flow requirements or any deviation from the minimum fire flow requirements, Memphis Light Gas and Water, Water Engineering, along with the proper fire prevention authority must be consulted and written approval obtained.

44. Section 508.5.1 "Where required" is amended to delete the phrase "400 feet (122 m)" in the first sentence and replace with the phrase "500 feet (152 m)". This section shall be further amended to delete "exceptions" 1 and 2 without substitution. Therefore after amendment it shall read as follows:

508.5.1 Where required. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 500 feet (152 m) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.

45. Section 508.5.4 "Obstruction" is amended by the deletion of the entire Section and its replacement with the following:

508.5.4 Obstruction Post, fences, vehicles (attended or unattended), trailers, growth, trash, storage and other materials or objects shall not be placed or kept near fire hydrants, fire department inlet connections or fire protection control system control valves, regardless of their location near public or private roadways, or on commercial or private property, in a manner that would prevent such equipment from being immediately discernable. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants. Vehicles and trailers found in violation thereof may be impounded, and towing and storage charges assessed under the provisions for violation of this code.

46. A new subsection 508.5.4.1 “Fire Lanes” shall be added and shall include the following language:

508.5.4.1 Fire lanes. No obstruction of any kind, including motor vehicles or trailers, whether attended or not, shall be placed, stored, parked or permitted to remain for any period of time in any area required for access to fire equipment to any public or private residential, or business, or complex of such buildings, designated as fire lanes.

Chapter 6 Building Services and Systems

47. Chapter 6 shall be amended by adding the following new section 611 “Fire Department radio communication”:

611 Fire department radio communications. All new and existing buildings constructed or located such that fire radio communications are hampered within the building shall install bi-directional amplifier(s) (BDAs) as needed in order that clear radio communication exists in all areas of said buildings.

Chapter 7 Fire-Resistance-Rated Construction

No Amendments

Chapter 8 Interior Finish, Decorative Material and Furnishings

48. Section 803.1.1 “Explosive and Highly Flammable Materials” is amended to add the following new sub-section:

803.1.1.1 Included Items. Items in this category include, but are not limited to, Christmas trees not effectively flame-retardant treated, ordinary crepe paper decorations and pyroxylin plastic decorations.

49. Section 804.1.1 “Restricted Occupancies” shall be amended to add the letter “B” following the letter “M”. This section shall be further amended to delete the exception without replacement. Therefore after amendment this section shall read as follows:

804.1.1 Restricted Occupancies. Natural cut trees shall be prohibited in Group A, E, I-1, I-2, I-3, I-4, M, B, R-1, R-2, and R-4 occupancies.

50. Section 804 “Decorative vegetation” is amended to add the following new sub-section entitled “Prohibition on use of combustible decorative materials.”:

804.5 Prohibition on use of combustible decorative materials. Combustible decorative materials such as, but not limited to, cotton batting, vegetation, moss, straw, hay, vines, split bamboo, leaves and similar material shall not be used in Group A, E, I-1, I-2, I-3, I-4, M, R-1, R-2, R-4 and B occupancies.

Chapter 9 Fire Protection Systems

51. Section 901.2 “Construction documents” is amended to add the following three new sub-sections:

901.2.2 Sprinkler plan submittal. Plans for the installation of sprinkler systems shall be submitted to the Shelby County Fire Marshall’s Office and approved prior to installation of any new system and on all projects where 10 or more heads are added to an existing system or when calculations for the system must be revised.

901.2.3 Fire alarm plans submittal. Plans for the installation of fire alarm systems shall be submitted to the Shelby County Fire Marshall’s Office and approved prior to installation of any new system and for any alterations to existing systems where devices are added or removed.

901.2.4 All Other Fire Protection System Plans. Any plans for the installation of fire protection systems shall be submitted to the Shelby County Fire Marshall’s Office and approved prior to installation.

52. Section 903.2 “Where required” shall be deleted in its entirety and the following shall be substituted in its place so that when amended the section shall read as follows:

903.2 Where required. Approved automatic sprinkler systems shall be provided in all new or renovated buildings that exceed 5,000 square feet (4,645.5 m²) of gross floor area, and/or have floor surfaces used for human occupation located more than 30 feet (9.2m)

above the lowest level of Fire Department vehicle access. “Renovated” for purposes of this Chapter shall mean:

1. The addition to any existing commercial building by twenty (20%) percent.
2. Any change in occupancy to a retirement, or board and care residency

53. Section 903.2.1.1 “Group A-1”, shall be deleted in its entirety and replaced with the following:

903.2.1.1 Group A-1. An automatic sprinkler system shall be provided in Group A-1 occupancies where one of the following conditions exists:

1. The fire area has an occupancy load of 300 or more;
2. The fire area is located on a floor other than the level of exit discharge; or
3. The fire area contains a multitheater complex.

54. Section 903.2.1.3 “Group A-3”, shall be deleted in its entirety and replaced with the following:

903.2.1.3 Group A-3. An automatic sprinkler system shall be provided in Group A-3 occupancies where one of the following conditions exists:

1. The fire area has an occupancy load of 300 or more; or
2. The fire area is located on a floor other than the level of exit discharge

55. Section 903.2.1.4 “Group A-4.”, shall be shall be deleted in its entirety and replaced with the following:

903.2.1.4 Group A-4. An automatic sprinkler system shall be provided in Group A-4 occupancies where one of the following conditions exists:

1. The fire area has an occupancy load of 300 or more; or
2. The fire area is located on a floor other than the level of exit discharge

56, Section 903.2.2 “Group E” shall be shall be deleted in its entirety and replaced with the following:

903.2.2 Group E. An automatic sprinkler system shall be provided in Group E occupancies where one of the following conditions exists:

1. Throughout every portion of educational buildings below the level of exit discharge.

57. Section 903.2.3 “Group F-1” shall be shall be deleted in its entirety and replaced with the following:

903.2.3 Group F. An automatic sprinkler system shall be provided throughout all buildings containing a Group F occupancy where one of the following conditions exists:

1. Where a Group F fire area is located more than three stories above grade;

58. Section 903.2.6 “Group M” shall be deleted in its entirety and replaced with the following:

903.2.6 Group M. An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exists:

1. Where a Group M fire area is located more than three stories above grade.

59. Section 903.2.7 “Group R” shall be deleted in its entirety and replaced with the following:

903.2.7 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area.

Exceptions:

1. All new one and two family dwellings that do not exceed 4,000 square feet
2. All new one and two family dwellings less than 700 feet off a public road and that are less than 4,000 square feet.

60. Section 903.2.8 “Group S-1” shall be deleted in its entirety and replaced with the following:

903.2.8 Group S-1. An automatic sprinkler system shall be provided throughout buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. Where a Group S-1 fire area is located more than three stories above grade.

61. Section 903.2.8.1 “Repair garages.” shall be deleted in its entirety and replaced with the following:

903.2.8.1 Repair garages. An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with the *International Building Code* as locally amended, as follows:

1. Buildings with a repair garage serving vehicles parked in the basement.

62. Section 903.2.10.3 “Buildings more than 55 feet in height” shall be amended by deleting in its entirety the third “Exception” that reads “3. Occupancies in Group F-2.”

63. Section 903.3.5 “Water Supplies” is amended to add the following words at the end of the last sentence following the word “code”

and Memphis Light Gas and Water requirements.

64. Section 903.3.5.2 “Secondary water supply” is amended to delete the entire section and substitute in lieu thereof the following:

903.3.5.2 Secondary water supply systems. In addition to the main water supply, for high-rise buildings located where the effective peak velocity related acceleration, A_v , in accordance with 1999 SBCCI 1607.1 is equal or greater than 0.20., a secondary on-site supply of water equal to the hydraulically calculated sprinkler demand plus 100 gpm (6.31 L/s) for the standpipe system shall be provided. This supply shall have a duration of 30 minutes, but need not exceed 10,000 gallons (37.9m³)

65. Section 903.4 “Sprinkler system monitoring and alarms” shall be amended to add the following sentence at the end of the section following the word “supervised”.

“These valves shall also be locked in the normal position.”

66. Section 903.4 “Sprinkler system monitoring and alarms” shall be further amended to add exceptions # 8 and #9 at the end of the section:

8. Existing systems that have not been extended, modified or previously electrically supervised may be locked in the normal position.
9. Any private fire service mains, underground control or section valves with roadway boxes accessible with a special wrench shall not be required to be electronically supervised or locked in the normal position.

67. Section 903.4.1 “Signals” shall be amended to add the following new sub-section:

903.4.1.1 Supervision. All fire alarm or sprinkler systems required to be supervised by this code shall be monitored by an approved central station.

68. Section 903.4.3 “Floor control valves” is amended to delete the words “in high-rise buildings” at the end of the section and replace that phrase with the following phrase: “all buildings two (2) or more stories in height.” This section is further amended to add the following exceptions at the end of the section:

- Exceptions:**
1. Buildings equipped with an approved 13R sprinkler system that do not have a standpipe system.
 2. Buildings equipped with an approved 13D sprinkler system.

So when amended it shall read as follows:

903.4.3 Floor control valves. Approved supervised indicating control valves shall be provided at the point of connection to the riser on each floor in all buildings two (2) or more stories in height

- Exceptions:**
1. Buildings equipped with an approved 13R sprinkler system that do not have a standpipe system.
 2. Buildings equipped with an approved 13D sprinkler system.

69. Section 904.11 “Commercial cooking systems” is amended by inserting the following sentences before the first sentence of this section following the word “systems” in the heading:

Commercial cooking systems shall include all cooking operations except those conducted in one and two family dwellings. Any exceptions to this requirement must be approved by the Fire Code Official.

70. Section 905.3 “Required installations” is amended to delete the numbers “905.3.6” in the first sentence and substitute in lieu thereof the number “905.3.7”.

71. Section 905.3 is further amended to add the following new sub-section 905.3.7 entitled “Other buildings”:

905.3.7 Other buildings. Buildings 50 feet or more in height, except those with a roof slope greater than 4:12 that do not require a wet standpipe shall be provided with a dry standpipe. The standpipe shall provide coverage for all areas of the building including the roof. The standpipe need not have an automatic water supply and shall be located so that hose lays do not exceed 250 feet. Access to the roof and the standpipe shall be provided. Each standpipe shall be capable of providing 500 gallons per minute at the topmost outlet when supplied by fire department equipment.

72. Section 907.2.5, “Group H”, shall be amended to delete the letter and number “H-5” in the first sentence and replace it with the letter “H”.

73. Section 907.15 “Monitoring” is amended to add the following two new sub-sections, 907.15.1 “Monitoring requirements” and 907.15.2 “Runner service”:

907.15.1 Monitoring requirements. Where monitoring of a fire alarm system is required in this jurisdiction, it shall be by an approved central station and shall be in accordance with the requirements of central station service as described in NFPA 72.

907.15.2 Runner service. A runner or technician, as defined by NFPA 72, must be dispatched to the protected premises to arrive within 1 hour after receipt of a signal, when required to respond.

74. Section 910.4 “Mechanical smoke exhaust” is amended by adding the following sentence at the end of the section following the word,”vents”:

“When mechanical smoke removal systems are provided, they shall conform to the requirements of this section.”

75. Section 910.4.1 “Location” is deleted in its entirety and the following shall be substituted in lieu thereof:

910.4.1 Required Air Exchanges. Smoke removal systems shall be designed to provide a minimum of six (6) air changes per hour at 100% exhaust to the outside.

76. Section 910.4.2 “Size” is deleted in its entirety and the following substituted in lieu thereof:

910.4.2 Specifications. Fans shall be in accordance with the following:

1. The fan capacity shall be based on an empty building.
2. The maximum individual capacity of a fan shall be 30,000 CFM
3. The exhaust fans shall be uniformly spaced within the building and the distance between the fans shall be no greater than 100 feet and not less than 50 feet, unless approved by the Fire Code Official.
4. Controls shall be designed for selective control of no more than 3 smoke removal units. Fans grouped on a single switch shall be in the same fire area and spaced according to item #3.
5. Electrical service to the smoke removal systems shall be connected on the line side of the main electrical disconnect.
6. The smoke removal fire department system control panel shall be in an approved location and shall be clearly identified. The control panel shall be located in a room protected by not less than a 1-hour fire resistance rated occupancy separation as identified in the building code or an exterior location approved by the Fire Official. The room shall be directly accessible from the exterior of the building. Automatic sprinkler protection shall be provided in the panel room.

77. Sections 910.4.3 and 910.4.4 shall be deleted without substitution, but the sections shall be reserved so that when amended they shall read as follows:

Section 910.4.3 Reserved

Section 910.4.4 Reserved.

78. Section 910.4.5 is deleted in its entirety and the following language substituted in lieu thereof:

910.4.5 Spacing and size. Supply inlets for exhaust fans shall be uniformly spaced within the building and the maximum distance between inlets shall not exceed 100 feet, unless approved by the Fire Code Official. The openings shall be sized to provide a minimum of 50% of required exhaust. Overhead doors shall not be used as required supply air inlets.”

79. Section 912 “Fire department connections”, shall be amended to add the following new sub-section:

912.7 Proximity to Fire Hydrants. Fire department connections shall be located not more than 100 feet from an approved fire hydrant.

80. Section 913.4 “Valve supervision” shall be amended to delete the entire section and substitute in lieu thereof the following:

913.4 Valve supervision. All valves which effect the proper operation of the fire pump, shall be supervised electrically by an approved central station and be locked in the normal position

EXCEPTION In private fire service mains, underground control or section valves with roadway boxes accessible with a special wrench shall not be required to be electronically supervised or locked in the normal position.

Chapter 10

Means of Egress

81. The “Exception” in Section 1001 “General.” is amended by substituting the phrase “2003 Edition of the International Building Code, as locally amended.” for the phrase “International Residential Code”

82. Section 1001, “General” is also amended to add the following new sub-section 1001.3 with the heading “Other standards” that shall read as follows:

1001.3 Other standards. When this code does not contain requirements on a particular aspect of a means of egress system, NFPA 101 may be used as an accepted engineering practice standard.

83. Section 1006.1 “Illumination required” is amended to add the following at the end of exception # 2 following the letter “A”:

and Group S (Sprinklered)

84. Section 1014.2.1 “Two exits or exit access doorways” shall be amended to add the following sentence at the end of exception # 1 following the word “corridor”:

Exit enclosure walls shall not be less than 30 feet (9144 mm) apart at any point in a direct line of measurement.

85. Section 1019.1.7, “Stairway floor number signs”, shall be amended to add the following new sub-section 1019.1.7.1 entitled “Lettering size”:

1019.1.7.1 Lettering size. Letters or numbers that indicate the floor level shall be at least four (4) inches high with a half inch wide stroke. Other required information on the sign shall be written with letters a minimum of one (1) inch high on contrasting background.

86. Section 1027, “Maintenance of the means of egress” is amended to add the following new sub-sections 1027.6 “Overcrowding” and 1027.7 “Emergency lighting testing” which shall read as follows:

1027.6 Overcrowding. The number of occupants of any building or portion thereof shall not be permitted to exceed the allowed or posted capacity, determined in accordance with the building code.

1027.7 Emergency lighting testing. A functional test shall be conducted on every required emergency lighting system at 30-day intervals for a minimum of 30 seconds. An annual test shall be conducted for a 1½ hour duration. Equipment shall be fully operational for the duration of the test. Written records of testing shall be kept by the owner for inspection by the Fire Code Official.

Chapter 11 Aviation Facilities

87. Section 1104 “Aircraft Maintenance” is amended to add the following new subsection 1104.7 “Drip pans”:

1104.7 Drip pans. Every aircraft hanger shall be equipped and maintained with metal drip pans under the engines of all aircraft stored or parked therein.

Chapter 12 Dry Cleaning

No amendments

Chapter 13 Combustible Dust-Producing Operations

No Amendments

Chapter 14 Fire Safety During Construction and Demolition

88. Section 1413.3 “Detailed requirements” is amended to add the following sentence at the end of the exception following the word “materials”:

The type of standpipe permitted shall be approved by the Fire Code Official.

Chapter 15 Flammable Finishes

No Amendments

Chapter 16 Fruit and Crop Ripening

No Amendments

Chapter 17 Fumigation and Thermal Insecticidal Fogging

No Amendments

Chapter 18 Semiconductor Fabrication Facilities

No Amendments

Chapter 19
Lumber Yards and Woodworking Facilities

No Amendments

Chapter 20
Manufacture of Organic Coatings

89. Section 2009.4.2 “Spills” is amended by deleting the words “or by burning in the open at an approved detached location” without substitution.

Chapter 21
Industrial Ovens

No Amendments

Chapter 22
Motor Fuel Dispensing Facilities and Repair Garages

90. Section 2204.3.1 “General” is amended by deleting it in its entirety and substituting in lieu thereof the following:

2204.3.1 General. Visual supervised monitoring shall be so located as to have full view of all dispensing devices and shall be constantly attended off-site by a minimum of two individuals. If visual supervised monitoring becomes inoperative, repair shall be made within four (4) hours or dispensing of fuel shall be discontinued.

91. A new subsection sub-section 2204.3.8 “Additional fire protection” shall be added to section 2204.3 “Unattended self-service motor fuel-dispensing facilities” and shall read as follows:

2204.3.8 Additional fire protection. Additional fire protection shall be provided for unattended service stations open to the public in accordance with the following:

- a. Automatic fire suppression systems shall be installed in accordance with appropriate NFPA standards, manufacturer’s instructions, and the listing requirements of the systems. The fire suppression systems shall provide complete coverage for the hazard including spillage under vehicles.
- b. Provide a manual fire alarm pull station for fire department notification. This system and the fire suppression system shall be monitored by an approved central station in compliance with NFPA 72.
- c. Provide infrared heat sensors for automatic actuation of the fixed fire suppression system with remote actuation.
- d. Provide automatic fueling shut-off at 35 gallons per transaction.

92. Section 2206.2.3 “Above-ground tanks located outside, above grade” Item #1 is amended by adding a note to the item that shall read as follows:

Note: Service stations open to the public will not be permitted to install thermally protected aboveground fuel tanks for the storage and dispensing of Class I liquids.

Chapter 23

High-Piled Combustible Storage

93. Section 2301.1 “Scope” is amended to delete the letters and number “NFPA 231C” at the end of number 4 and replace them with the letters and number “NFPA 232”.

94. Section 2304.2 “Designation based on engineering analysis” is amended to delete the letters and numbers “NFPA 231 and NFPA 231C” at the end of the third sentence and replace them with the letters and numbers “NFPA 13 and NFPA 230”.

95. Section 2307.2 “Fire protection” is amended to delete the letters and number “NFPA 231” at the end of the section and replace it with the letters and number “NFPA 13”.

96. Section 2307.2.1 “Shelf storage” is amended to delete the letters and number “NFPA 231” at the end of the first sentence and replace with the letters and number “NFPA 13”.

97. Section 2308.2 “Fire protection” is amended to delete the letters and number “NFPA 231C” at the end of the section and replace with the letters and number “NFPA 13”.

98. Section 2308.2.2 “Racks with solid shelving” is amended to delete the letters and number “NFPA 231C” at the end of exception # 2 and replace with the letters and number “NFPA 232”.

99. Section 2308.4 “Column protection” is amended to delete the letters and number “NFPA 231C” at the end of the section and replace with the letters and number “NFPA 13”.

100. Section 2310.1 “General” is amended to delete the letters and number “NFPA 231C” at the end of the first sentence and replace with the letters and number “NFPA 232”.

Chapter 24

Tents, Canopies and Other Membrane Structures

101. Section 2403.2 “Approval required” is deleted in its entirety and the following language is substituted in lieu thereof:

2403.2 Approval Required. Tents, membrane and canopies structures having an area of 120 square feet or more shall not be erected, operated or maintained for any purpose without first obtaining a permit and approval from the fire code official.

EXCEPTION: Tents used exclusively for recreational camping purposes.

102. Section 2404.15.5 “Cooking tents” is amended to add the words “unless approved by the Fire Code Official” at the end of the section following the numbers and letters “20 feet (6096 mm)”.

103. Section 2404.15.6 “Outdoor Cooking” is amended by adding the words “unless approved by the Fire Code Official” at the end of the section following the word “structure”.

**Chapter 25
Tire Rebuilding and Tire Storage**

No Amendments

**Chapter 26
Welding and Other Hot Work**

No Amendments

**Chapter 27
Hazardous Materials – General Provisions**

No Amendments

**Chapter 28
Aerosols**

No Amendments

**Chapter 29
Combustible Fibers**

No Amendments

**Chapter 30
Compressed Gases**

No Amendments

**Chapter 31
Corrosive Materials**

No amendments

**Chapter 32
Cryogenic Fluids**

No Amendments

**Chapter 33
Explosives and Fireworks**

No Amendments

**Chapter 34
Flammable and Combustible Liquids**

104. Section 3403 “General Requirements” is amended by adding the following new sub-section 3403.1.4 “Unauthorized storage”:

3403.1.4 Unauthorized storage. It shall be illegal to store or keep gasoline powered equipment, such as motorcycles, lawn equipment and the like, in any building unless the room or space is approved for such use.

105. Section 3403.5 “Labeling and signage” is amended to add the words “or combustible” following the word “flammable” in the first sentence.

106. Section 3404.3.3 “Indoor storage” is amended to add the following exception #3:

3. The storage of flammable and combustible liquids in plastic containers shall comply with this chapter as well as applicable sections of NFPA 30. Compliance with Factory Mutual 7-29 shall be considered an acceptable alternative to NFPA 30 or may be used when storage arrangements are outside the scope of NFPA 30.

**Chapter 35
Flammable Gases**

No Amendments

**Chapter 36
Flammable Solids**

No Amendments

**Chapter 37
Highly Toxic and Toxic Materials**

No Amendments

**Chapter 38
Liquefied Petroleum Gases**

107. Section 3803.2.1 “Portable containers” is amended by adding the following new sub-section 3803.2.1.8 “Flame effect before a proximate audience”:

3803.2.1.8 Flame effects before a proximate audience. The use of LP gas as part of a flame effect before a proximate audience shall comply with this chapter and NFPA 160 and shall be approved by the Fire Code Official.

**Chapter 39
Organic Peroxides**

No Amendments

**Chapter 40
Oxidizers**

No Amendments

**Chapter 41
Pyrophoric Materials**

No Amendments

Chapter 42

Proxylin (Cellulose Nitrate) Plastics

No Amendments

Chapter 43

Unstable (Reactive) Materials

No Amendments

Chapter 44

Water Reactive Solids and Liquids

No Amendments

Chapter 45

Referenced Standards

108. Chapter 45, “Referenced Standards”, is amended by deleting and adding the following standards and publications:

DELETE

NFPA Standards

10—98 Portable Fire Extinguishers Table 901.6.1, 906.2, 906.3, Table 906.3(1), Table 906.3(2), 2106.3
11—98 Low Expansion Foam 904.7, 3404.2.9.1.2
12A—97 Halon 1301 Fire Extinguishing Systems Table 901.6.1, 904.9
13—99 Installation of Sprinkler Systems Table 704.1, 903.3.1.1, 903.3.2, 903.3.5.1.1, 903.3.5.2, 904.11, 907.9, Table 2306.2, 2306.9, 2804.1, 3404.3.7.5.1, 3404.3.8.4
13D—99 Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes. 903.3.1.3, 903.3.5.1.1
13R—99 Installation of Sprinkler Systems in Residential Occupancies up to and Including Four Stories in Height. 903.1.2, 903.3.1.2, 903.3.5.1.1, 903.3.5.1.2, 903.4
14—00 Installation of Standpipe, Private Hydrants and Hose Systems 905.2, 905.3.4, 905.4.2, 905.8
15—96 Water Spray Fixed Systems for Fire Protection 3404.2.9.1.3
16—99 Installation of Foam-Water Sprinkler and Foam-Water Spray Systems 904.7, 904.11
17—98 Dry Chemical Extinguishing Systems Table 901.6.1, 904.6, 904.11
17A—98 Wet Chemical Extinguishing Systems Table 901.6.1, 904.5, 904.11
20—99 Installation of Stationary Pumps for Fire Protection 913.1, 913.2, 913.5.1
22—98 Water Tanks for Private Fire Protection 508.2.2
24—95 Installation of Private Fire Service Mains and their Appurtenances 508.2.1, 1909.5
25—98 Inspection, Testing and Maintenance of Water-Based Fire Protection Systems 508.5.3, Table 901.6.1, 904.7.1, 912.6, 913.5,
30—00 Flammable and Combustible Liquids Code 3403.6.2, 3403.6.2.1, 3404.2.7, 3404.2.7.1, 3404.2.7.2, 3404.2.7.3.6, 3404.2.7.4, 3404.2.7.6, 3404.2.7.7, 3404.2.7.8, 3404.2.7.9, 3404.2.9.2, 3404.2.9.3, 3404.2.9.5.1.1, 3404.2.9.5.1.2, 3404.2.9.5.1.3, 3404.2.9.5.1.4, 3404.2.9.5.1.5, 3404.2.9.5.2, 3404.2.9.6.4, 3404.2.10.2, 3404.2.11.4, 3404.2.11.5.2, 3404.2.12.1, 3404.3.1, 3404.3.6, 3404.3.7.2.3, 3404.3.8.4, 3406.8.3
30A—00 Code for Motor Fuel-Dispensing Facilities and Repair Garages 2201.4, 2201.5, 2201.6, 2206.6.3, 2210.1
30B—98 Manufacture and Storage of Aerosol Products 2801.1, 2803.1, 2804.1, Table 2804.3.1, Table 2804.3.2, Table 2804.3.2.2, 2804.4.1, 2804.5.2, 2804.6, Table 2806.2, Table

2806.3, 2806.5, 2806.8, 2807.1, Table 2804.3.2, Table 2804.3.2.2, 2804.4.1, 2804.5.2, 2804.6, Table 2806.2, Table 2806.3	
33—00 Spray Application Using Flammable or Combustible Materials	1504.1.2
34—00 Dipping and Coating Processes Using Flammable or Combustible Liquids	1505.3, 1505.6.
40—97 Storage and Handling of Cellulose Nitrate Motion Picture Film	306.2
51—97 Design and Installation of Oxygen-Fuel Gas Systems for Welding, Cutting, and Allied Processes	2601.5, 2607.1, 2609.1
52—98 Compressed Natural Gas (CNG) Vehicular Fuel Systems	3001.1
57—99 Liquefied Natural Gas (LNG) Vehicular Fuel Systems	3001.1
58—01 Liquefied Petroleum Gas Code	3801.1, 3803.1, 3803.2.1, 3803.2.1.2, 3803.2.1.7, 3803.2.2, 3804.1, 3804.3.1, 3804.4, 3806.3, 3807.2, 3808.1, 3808.2, 3809.11.2, 3811.3
61—99 Prevention of Fires and Dust Explosions in Agricultural and Food Products Facilities	Table 1304.1
69—97 Explosion Prevention Systems	911.1, 911.3, Table 1304.1
72—99 National Fire Alarm Code	509.1, Table 901.6.1, 903.4.1, 904.3.5, 907.2, 907.2.1, 907.2.1.1, 907.2.10, 907.2.10.4, 907.2.11.2, 907.2.11.3, 907.2.12.2.3, 907.2.12.3, 907.3, 907.5, 907.6, 907.10.2, 907.11, 907.15, 907.17, 907.18, 907.20, 907.20.2, 907.20.5
85—01 Boiler and Combustion System Hazards Code	Table 1304.1 (Note: NFPA 8503 has been incorporated into NFPA 85)
86—99 Ovens and Furnaces	2101.1
99—99 Health Care Facilities	3006.4
101—00 Life Safety Code	1024.6.2
110—99 Emergency and Standby Power Systems	604.1, 604.4, 913.5.2, 913.5.3
211—00 Chimneys, Fireplaces, Vents and Solid Fuel-Burning Appliances	603.2
260—98 Methods of Tests and Classification System for Cigarette Ignition Resistance of Components of Upholstered Furniture	803.6.1, 803.7.1
261—98 Method of Test for Determining Resistance of Mock-Up Upholstered Furniture Material Assemblies to Ignition by Smoldering Cigarettes	803.5.1
265—98 Standard Method of Fire Tests for Evaluating Room Fire Growth Contribution of Textile Wall Coverings	806.2.3, 806.2.3.1, 806.2.3.2
407—96 Aircraft Fuel Servicing	1106.2, 1106.3
430—95 Storage of Liquid and Solid Oxidizers	4004.1.4
490—98 Storage of Ammonium Nitrate	3301.1.5
495—96 Explosive Materials Code	911.1, 911.4, 3301.1.1, 3301.1.5, 3302.1, 3304.2, 3304.6.2, 3304.6.3, 3304.7.1, 3305.1, 3306.1, 3306.5.2.1, 3306.5.2.3, 3307.1, 3307.9, 3307.11, 3307.15
498—96 Safe Havens and Interchange Lots for Vehicles Transporting Explosives	3301.1.2
505—99 Powered Industrial Trucks, Including Type Designations, Areas of Use, Maintenance, and Operation	2703.7.3
655—93 Prevention of Sulfur Fires and Explosions	Table 1304.1
664—98 Prevention of Fires and Explosions in Wood Processing and Woodworking Facilities	Table 1304.1, 1905.3
704—96 Identification of the Hazards of Materials for Emergency Response	606.7, 606.9.3.4, 1802.1, 2703.2.2.1, 2703.2.2.2, 2703.5, 2703.10.2, 2705.1.10, 2705.2.1.1, 2705.4.4, 3203.4.1, 3404.2.3.2
750—00 Standard on Water Mist Fire Protection Systems	Table 901.6.1
1122—97 Model Rocketry	3301.1.4

1124—98 Manufacture, Transportation, and Storage of Fireworks and Pyrotechnic Articles	
3302.1, 3304.2, 3305.1, 3305.3, 3305.4, 3305.5	
1125—95 Manufacture of Model Rocket and High Power Rocket Motors	3301.1.4
1127—98 High Power Rocketry	3301.1.4
2001—00 Clean Agent Fire Extinguishing Systems	Table 901.6.1, 904.10

ADD

NFPA Standards

10—07 Portable Fire Extinguishers	Table 901.6.1, 906.2, 906.3, Table 906.3(1), Table 906.3(2), 2106.3
11—05 Low Expansion Foam	904.7, 3404.2.9.1.2
12A—04 Halon 1301 Fire Extinguishing Systems	Table 901.6.1, 904.9
13—07 Installation of Sprinkler Systems	Table 704.1, 903.3.1.1, 903.3.2, 903.3.5.1.1, 903.3.5.2, 904.11, 907.9, Table 2306.2, 2306.9, 2804.1, 3404.3.7.5.1, 3404.3.8.4
13D—07 Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes	903.3.1.3, 903.3.5.1.1
13R—07 Installation of Sprinkler Systems in Residential Occupancies up to and Including Four Stories in Height	903.1.2, 903.3.1.2, 903.3.5.1.1, 903.3.5.1.2, 903.4
14—07 Installation of Standpipe, Private Hydrants and Hose Systems	905.2, 905.3.4, 905.4.2, 905.8
15—07 Water Spray Fixed Systems for Fire Protection	3404.2.9.1.3
16—03 Installation of Foam-Water Sprinkler and Foam-Water Spray Systems	904.7, 904.11
17—02 Dry Chemical Extinguishing Systems	Table 901.6.1, 904.6, 904.11
17A—02 Wet Chemical Extinguishing Systems	Table 901.6.1, 904.5, 904.11
20—07 Installation of Stationary Pumps for Fire Protection	913.1, 913.2, 913.5.1
22—03 Water Tanks for Private Fire Protection	508.2.2
24—07 Installation of Private Fire Service Mains and their Appurtenances	508.2.1, 1909.5
25—02 Inspection, Testing and Maintenance of Water-Based Fire Protection Systems	508.5.3, Table 901.6.1, 904.7.1, 912.6, 913.5,
30—03 Flammable and Combustible Liquids Code	3403.6.2, 3403.6.2.1, 3404.2.7, 3404.2.7.1, 3404.2.7.2, 3404.2.7.3.6, 3404.2.7.4, 3404.2.7.6, 3404.2.7.7, 3404.2.7.8, 3404.2.7.9, 3404.2.9.2, 3404.2.9.3, 3404.2.9.5.1.1, 3404.2.9.5.1.2, 3404.2.9.5.1.3, 3404.2.9.5.1.4, 3404.2.9.5.1.5, 3404.2.9.5.2, 3404.2.9.6.4, 3404.2.10.2, 3404.2.11.4, 3404.2.11.5.2, 3404.2.12.1, 3404.3.1, 3404.3.6, 3404.3.7.2.3, 3404.3.8.4, 3406.8.3
30A—03 Code for Motor Fuel-Dispensing Facilities and Repair Garages	2201.4, 2201.5, 2201.6, 2206.6.3, 2210.1
30B—07 Manufacture and Storage of Aerosol Products	2801.1, 2803.1, 2804.1, Table 2804.3.1, Table 2804.3.2, Table 2804.3.2.2, 2804.4.1, 2804.5.2, 2804.6, Table 2806.2, Table 2806.3, 2806.5, 2806.8, 2807.1, Table 2804.3.2, Table 2804.3.2.2, 2804.4.1, 2804.5.2, 2804.6, Table 2806.2, Table 2806.3
33—07 Spray Application Using Flammable or Combustible Materials	1504.1.2
34—07 Dipping and Coating Processes Using Flammable or Combustible Liquids	1505.3, 1505.6.
40—07 Storage and Handling of Cellulose Nitrate Motion Picture Film	306.2
51—02 Design and Installation of Oxygen-Fuel Gas Systems for Welding, Cutting, and Allied Processes	2601.5, 2607.1, 2609.1
52—06 Compressed Natural Gas (CNG) Vehicular Fuel Systems	3001.1
57—02 Liquefied Natural Gas (LNG) Vehicular Fuel Systems	3001.1

58—04 Liquefied Petroleum Gas Code . . .	3801.1, 3803.1, 3803.2.1, 3803.2.1.2, 3803.2.1.7, 3803.2.2, 3804.1, 3804.3.1, 3804.4, 3806.3, 3807.2, 3808.1, 3808.2, 3809.11.2, 3811.3
61—02 Prevention of Fires and Dust Explosions in Agricultural and Food Products Facilities	Table 1304.1
69—02 Explosion Prevention Systems	911.1, 911.3, Table 1304.1
72—07 National Fire Alarm Code	509.1, Table 901.6.1, 903.4.1, 904.3.5, 907.2, 907.2.1, 907.2.1.1, 907.2.10, 907.2.10.4, 907.2.11.2, 907.2.11.3, 907.2.12.2.3, 907.2.12.3, 907.3, 907.5, 907.6, 907.10.2, 907.11, 907.15, 907.17, 907.18, 907.20, 907.20.2, 907.20.5
85—04 Boiler and Combustion System Hazards Code	Table 1304.1 (Note: NFPA 8503 has been incorporated into NFPA 85)
86—07 Ovens and Furnaces.	2101.1
99—05 Health Care Facilities	3006.4
101—06 Life Safety Code	1024.6.2
110—05 Emergency and Standby Power Systems	604.1, 604.4, 913.5.2, 913.5.3
211—06 Chimneys, Fireplaces, Vents and Solid Fuel-Burning Appliances	603.2
230—03 Fire Protection of Storage	
232—07 Protection of Records	
260—03 Methods of Tests and Classification System for Cigarette Ignition Resistance of Components of Upholstered Furniture	803.6.1, 803.7.1
261—03 Method of Test for Determining Resistance of Mock-Up Upholstered Furniture Material Assemblies to Ignition by Smoldering Cigarettes.	803.5.1
265—07 Standard Method of Fire Tests for Evaluating Room Fire Growth Contribution of Textile Wall Coverings	806.2.3, 806.2.3.1, 806.2.3.2
407—07 Aircraft Fuel Servicing	1106.2, 1106.3
409—04 Aircraft Hangers	
415—02 Airport Terminal Buildings, Fueling Ramp Drainage, Loading Walkways	
418—06 Heliports	
430—04 Storage of Liquid and Solid Oxidizers	4004.1.4
490—02 Storage of Ammonium Nitrate	3301.1.5
495—06 Explosive Materials Code	911.1, 911.4, 3301.1.1, 3301.1.5, 3302.1, 3304.2, 3304.6.2, 3304.6.3, 3304.7.1, 3305.1, 3306.1, 3306.5.2.1, 3306.5.2.3, 3307.1, 3307.9, 3307.11, 3307.15
498—06 Safe Havens and Interchange Lots for Vehicles Transporting Explosives ..	3301.1.2
505—04 Powered Industrial Trucks, Including Type Designations, Areas of Use, Maintenance, and Operation	2703.7.3
655—07 Prevention of Sulfur Fires and Explosions.	Table 1304.1
664—07 Prevention of Fires and Explosions in Wood Processing and Woodworking Facilities	Table 1304.1, 1905.3
704—07 Identification of the Hazards of Materials for Emergency Response	606.7, 606.9.3.4, 1802.1, 2703.2.2.1, 2703.2.2.2, 2703.5, 2703.10.2, 2705.1.10, 2705.2.1.1, 2705.4.4, 3203.4.1, 3404.2.3.2
750—06 Standard on Water Mist Fire Protection Systems	Table 901.6.1
1122—02 Model Rocketry	3301.1.4
1124—06 Manufacture, Transportation, and Storage of Fireworks and Pyrotechnic Articles	3302.1, 3304.2, 3305.1, 3305.3, 3305.4, 3305.5
1125—07 Manufacture of Model Rocket and High Power Rocket Motors	3301.1.4
1127—02 High Power Rocketry	3301.1.4
2001—04 Clean Agent Fire Extinguishing Systems	Table 901.6.1, 904.10

Factory Mutual Standards

7.29 Flammable and Combustible Liquids, (current edition) – Sections concerned with requirements for flammable and combustible liquids in plastic containers only.

API

API 2201 Procedures for Welding or Hot Tapping on Equipment Containing Flammables
(current edition)

109. Amendment to Appendix C by adding a new Section C106 “Marking of Hydrants” and new sections C106.1 that shall read as follows:

Section C106 Marking of Hydrants

C106. 1 When required. When private hydrants are required by this code, they must be marked to improve their visibility by painting them red. Bonnets must also be painted to indicate the flow capacity of the hydrant as follows:

1. Less than 500 Gallons per minute (GPM) – Red
2. Between 500 and 999 GPM - Orange
3. Between 1,000 and 1499 GPM – Green
4. More than 1500 GPM – Light Blue

ITEM LANGUAGE: An Ordinance by the Shelby County Board of Commissioners amending the Shelby County Fire Code, as adopted by the Shelby County Board of Commissioners in Ordinance # 251 on September 10, 2001, so as to make certain changes as hereinafter set out and establish an effective date therefore. Ordinance sponsored by Commissioner Chism.
ITEM ID: 590

=====
STEP: Originator
DATE: 2/11/2009
ORIGINATOR: clara.murray Phone Number:379-7077
DECISION: APPROVE - Send To Department Head

STEP: Department Head
DATE: 2/11/2009
APPROVER: clarence.cash Phone Number:379-7076
DECISION: APPROVE - Send To Division Director

STEP: Division Director
DATE: 2/11/2009
APPROVER: ted.fox
DECISION: APPROVE - Send To Attorney

STEP: Attorney Gatekeeper
DATE: 2/11/2009
APPROVER: edna.ward
DECISION: Send To Attorney

STEP: Attorney
DATE: 2/11/2009
APPROVER: carter.gray
DECISION: APPROVE - Send To Budget Review

STEP: General Budget Review
DATE: 2/11/2009
APPROVER: alicia.lindsey
DECISION: APPROVE - Send To Finance Department Administrator

STEP: Finance Administrator
DATE: 2/11/2009
APPROVER: mike.swift
DECISION: APPROVE - Send To CAO

STEP: CAO
DATE: 2/11/2009
APPROVER: jim.huntzicker
DECISION: APPROVED

0A097035

**SHELBY COUNTY BOARD OF COMMISSIONERS
AGENDA ROUTE SHEET**

Referred to Commission Committee 4-Law Enforcement, Fire Corrections & Courts

For Commission Action on April 13, 2009

A RESOLUTION APPROVING A CONTRACT AND AMENDING THE FY 2009 OPERATING BUDGET AND POSITION CONTROL BUDGET IN THE AMOUNT OF \$160,000.00 FOR THE SHELBY COUNTY OFFICE OF PREPAREDNESS TO ACCEPT A GRANT FROM THE INTEROPERABLE EMERGENCY COMMUNICATIONS GRANT PROGRAM (IECGP) IN THE AMOUNT OF \$160,000.00, TO APPROPRIATE SAID FUNDS, AND TO APPROVE A GRANT CONTRACT FOR SAME AND THIS ITEM REQUIRES THE EXPENDITURE OF PASS THROUGH GRANT FUNDS UNDER THE U.S. DEPARTMENT OF HOMELAND SECURITY GRANT PROGRAMS IN THE AMOUNT OF \$160,000.00 SPONSORED BY COMMISSIONER SIDNEY CHISM.

CHECK ALL THAT APPLY BELOW:

☐ This Action does NOT require expenditure of funds.

☒ This Item requires/approves expenditure of funds as follows (complete all that apply):

County General Funds: \$ _____; County CIP Funds \$ _____

State Grant Funds: \$ _____; State Gas Tax Funds: \$ _____

Federal Grant Funds: \$160,000.00

Other funds (Specify source and amount): \$ _____

Other pass-thru funds (Specify source and amount): \$ _____

Originating Department: Office of Preparedness

APPROVAL:

Dept. Head:	<u>Robert Nations, Jr. 901-515-2601</u>	<u>BN</u>	<u>03/30/09</u>
	(Print your name & phone #)	(Initials)	(Date)
Elected Official:	_____	_____	_____
	(Print your name & phone #)	(Initials)	(Date)
Division Director:	<u>Grace Hutchinson 901-545-4429</u>	<u>GH</u>	<u>4/2/2009</u>
	(Print your name & phone #)	(Initials)	(Date)
CIP - A&F Director:	_____	_____	_____
	(Print your name & phone #)	(Initials)	(Date)
Finance Dept.:	<u>Mike Swift 901-545-4269</u>	<u>MS</u>	<u>4/2/09</u>
	(Print your name & phone #)	(Initials)	(Date)
County Attorney:	<u>Lisa Kelly 901-545-4363</u>	<u>LK</u>	<u>3/31/09</u>
	(Print your name & phone #)	(Initials)	(Date)
CAO/Mayor:	<u>James F. Huntzicker 901-545-4514</u>	<u>JFH</u>	<u>4/2/09</u>
	(Print your name & phone #)	(Initials)	(Date)

SUMMARY SHEET

I. Description of Item:

The goal of IECGP is to provide funding that will enable States, Territories, local units of government and tribal communities to implement their Tactical Interoperable Communications Plan (TICP), Statewide Communication Interoperability Plan (SCIP) and align to the National Emergency Communications Plan (NECP) to further enhance interoperability.

IECGP provides planning, training, exercise and personnel funding to carry out initiatives to improve interoperable communications, including communications in collective response to natural disasters, acts of terrorism and other man-made disasters.

IECGP will support personnel to develop, coordinate and manage the complex and time consuming process of maintaining and implementing the TICP and aligning the TICP to the SCIP and to the NECP. See attached job description for specific duties and responsibilities.

II. Source and Amount of Funding:

The Military Department of Tennessee and the Tennessee Emergency Management Agency provides grant funds in the amount of \$160,000.00 for the provision of pass-through funding from the United States Department of Homeland Security, Interoperable Emergency Communications Grant Program.

III. Contract Items:

Type of Contract – Grant Agreement Between the Military Department of Tennessee, Tennessee Emergency Management Agency and Shelby County.

IV. Additional Relevant Information:

Personnel will be supported through this grant on a temporary status. Future IECGP funds will sustain the salary of the individual selected to coordinate and manage the interoperable emergency communications efforts. Shelby County has no commitment to incur any cost if grant funds are not available.

Administration recommends approval of this resolution

ITEM NO: _____

PREPARED BY: Patrina Chambers

APPROVED BY: _____

A RESOLUTION APPROVING A CONTRACT AND AMENDING THE FY 2009 OPERATING BUDGET AND POSITION CONTROL BUDGET IN THE AMOUNT OF \$160,000.00 FOR THE SHELBY COUNTY OFFICE OF PREPAREDNESS TO ACCEPT A GRANT FROM THE INTEROPERABLE EMERGENCY COMMUNICATIONS GRANT PROGRAM (IECGP) IN THE AMOUNT OF \$160,000.00, TO APPROPRIATE SAID FUNDS, AND TO APPROVE A GRANT CONTRACT FOR SAME AND THIS ITEM REQUIRES THE EXPENDITURE OF PASS THROUGH GRANT FUNDS UNDER THE U.S. DEPARTMENT OF HOMELAND SECURITY GRANT PROGRAMS IN THE AMOUNT OF \$160,000.00 SPONSORED BY COMMISSIONER SIDNEY CHISM.

WHEREAS, The IECGP is to improve local, tribal, regional, statewide, and national interoperable emergency communications to natural disasters, acts of terrorism and other man-made disasters; and

WHEREAS, The Military Department of Tennessee and the Tennessee Emergency Management Agency provides grant funds in the amount of \$160,000.00 for the provision of pass-through funding to provide interoperable emergency communications; and

WHEREAS, It is necessary to amend Shelby County's FY 2009 operating budget and position control budget in order to accept and expend the \$160,000.00 for these purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the FY 2009 Operating Budget and Position Control Budget are hereby amended to accept grant funds from the IECGP in the amount of \$160,000.00.

BE IT FURTHER RESOLVED, That said funds are appropriated as stated in Exhibit A, which is attached hereto and incorporated herein by this reference and is fully set forth herein.

BE IT FURTHER RESOLVED, That the Position Control Budget is amended as stated in Exhibit B, which is attached hereto and incorporated herein by this reference and is fully set forth herein.

BE IT FURTHER RESOLVED, That the Grant Agreement with the Tennessee Emergency Management Agency in the amount of \$160,000.00 is hereby approved.

BE IT FURTHER RESOLVED, That the County Mayor is hereby authorized to execute said Grant Agreement with the State of Tennessee, and executed copy of which shall be kept on file in the Purchasing Department.

BE IT FURTHER RESOLVED, That the County Mayor and the Director of Administration and Finance are authorized to issue their warrant or warrants in amount not to exceed \$160,000.00 for purposes contained in this resolution and to take proper credit in their accounting therefore.

BE IT FURTHER RESOLVED, That this Resolution shall take effect from and after the date it shall have been enacted according to due process of law, the public welfare requiring it.

A C Wharton, Jr., County Mayor

Date: _____

ATTEST:

Clerk of County Commission

ADOPTED: _____

EXHIBIT A

Division of Administration and Finance
FY 2009 Interoperable Emergency Communications Grant Program (IECGP)
April 1, 2009 - JUNE 30, 2009
BUDGET No. 672-200307

ACCT. NO.	ACCOUNT NAME	CURRENT BUDGET	DIFFERENCE	FY08-09 BUDGET
4401	FEDERAL GRANTS	-	(160,000)	(160,000)
	TOTAL FEDERAL REVENUE	-	(160,000)	(160,000)
5102	SALARIES & LABOR	-	13,038	13,038
	TOTAL SALARIES & OVERTIME	-	13,038	13,038
5510	RETIREMENT SYSTEM CO A	-	912	912
5511	OPEB RETIREE INSURANCE	-	880	880
5515	FICA	-	-	-
5516	MEDICARE COVERAGE (MQFE)	-	189	189
5520	GROUP LIFE INSURANCE	-	89	89
5543	CIGNA INSURANCE	-	1,150	1,150
5560	LONG TERM DISABILITY	-	209	209
5591	OJI EXPENSE	-	202	202
5592	UNEMPLOYMENT COMP	-	43	43
	TOTAL FRINGES	-	3,674	3,674
6446	LOCAL TRANSPORTATION	-	250	250
	TOTAL SERVICES	-	250	250
6637	OUTSIDE CONTRACTS	-	143,038	143,038
	TOTAL PROF. & CONTRACTED	-	143,038	143,038
	TOTAL EXPENDITURES	-	160,000	160,000
	NET COST	-	-	-

EXHIBIT B

Division of Administration and Finance
 FY 2009 Interoperable Emergency Communications Grant Program (IECGP)
 April 1, 2009 - JUNE 30, 2009
 BUDGET No. 672-200307

<u>POSITION NO.</u>	<u>JOB TITLE</u>	<u>STATUS</u>	<u>COMPENSATION</u>		
			<u>CURRENT</u>	<u>DIFFERENCE</u>	<u>PROPOSED</u>
<u>none</u>	<u>Communications Planner</u>	<u>V</u>	<u>-</u>	<u>13,038</u>	<u>13,038</u>
	Total		<u>-</u>	<u>13,038</u>	<u>13,038</u>

PER PAY PERIOD - April 2009 THROUGH JUNE 2009

<u>POSITION NO.</u>	<u>JOB TITLE</u>	<u>STATUS</u>	<u>COMPENSATION</u>		
			<u>CURRENT</u>	<u>DIFFERENCE</u>	<u>PROPOSED</u>
<u>none</u>	<u>Communications Planner</u>	<u>V</u>	<u>-</u>	<u>2,173</u>	<u>2,173</u>
	Total		<u>-</u>	<u>2,173</u>	<u>2,173</u>

CONTRACT COVER

(cost reimbursement grant to a federal or Tennessee local or quasi-governmental entity)

RFS Tracking #			Contract ID #		
34101-00009					
Service Caption			Delegated Authority Requisition ID # (ONLY if applicable)		
U.S. DEPARTMENT OF HOMELAND SECURITY, FISCAL YEAR 2008 INTEROPERABLE EMERGENCY COMMUNICATIONS GRANT PROGRAM, 2008-IO-T8-0045					
Grantee			Grantee FEIN		
SHELBY COUNTY			<input checked="" type="checkbox"/> C- 626000841 47		
Begin Date		End Date		Subrecipient or Vendor	
9/16/08		8/31/10		<input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor	
				CFDA #(s)	
				97.001	
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2009		160,000.00			160,000.00
TOTAL:		160,000.00			160,000.00
— OCR Use Only —			Fiscal Contact & Telephone #		
			MARSHA CORNISH, NATIONAL GUARD ARMORY, (615) 741-3018		
			Budget Officer Approval & Affirmation (that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.)		

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY
AND
SHELBY COUNTY**

This Grant Contract, by and between the State of Tennessee, Department of Military, Tennessee Emergency Management Agency, hereinafter referred to as the "State" and Shelby County, hereinafter referred to as the "Grantee," is for the provision of pass through funding provided by the United States Department of Homeland Security, Interoperable Emergency Communications Grant Program, as further defined in the "SCOPE OF SERVICES."

Grantee Federal Employer Identification Number: 626000841

A. SCOPE OF SERVICES:

- A.1. The Grantee shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Grant Contract.
- A.2. All Federal Fiscal Year (FFY) 2008 Interoperable Emergency Communications Grant Program (IECGP) awards provide planning, training and exercise funding to state agencies and local jurisdictions to carry out initiatives to improve interoperable emergency communications, including communications in collective response to natural disasters, acts of terrorism and other man-made disasters. All activities proposed under IECGP must be integral to interoperable communications and must be aligned with the goals, objectives, and/or initiatives identified in the Statewide Communications Interoperability Plan (SCIP).
- A.3. All grant awards funded from the FFY 2008 IECGP will be in accordance with the FFY 2008 IECGP guidance and State of Tennessee's Statewide Communications Interoperability Plan (SCIP).
- A.4. The Grantee must provide to the State the IECGP application, which will be validated by the State and approved by the U.S. Department of Homeland Security (DHS), prior to the Grantee initiating planning, training, exercises or any other activity to be paid with these funds.
- A.5. The Grantee will provide to the State a Biannual Strategy Implementation Report (BSIR) as of the end of June (due July 15th) and end of December (due January 15th).
- A.6. The Grantee agrees to be responsible for the sustainment of previously established homeland security efforts as well as FFY 2008 IECGP projects. The Grantee further agrees that the federal funds received by this agreement will be used to supplement, but not to supplant any funds for local governments.
- A.7. The Grantee agrees to comply with the financial and administrative guidelines as established by the U.S. Department of Homeland Security, Preparedness Directorate, Office of Grants and Training, Office of Grant Operations (OGO) Financial Guide. The Grantee further agrees to comply with the audit requirements of Office of Management and Budget (OMB) Circular A-133 and the standards put forth by OMB Circular A-87 that deals with cost principles for local governments.
- A.8. The Grantee supports the implementation of the SCIP to address the identified planning, training and exercise needs. In addition, the Grantee agrees to comply with the implementation of the National Preparedness Goal (NPG), and the National Response Framework (NRF).
- A.9. The Grantee will comply with the Cash Management Act and understands that no federal funds received by the Grantee may be invested in an interest bearing account.

B. GRANT CONTRACT TERM:

- B.1. This Grant Contract shall be effective for the period commencing on September 16, 2008 and ending on August 31, 2010. The State shall have no obligation for services rendered by the Grantee which are not performed within the specified period.
- B.2. Term Extension. The State reserves the right to extend this Grant Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of an amendment. If the term extension necessitates additional funding beyond that which was included in the original Grant Contract, such funding will also be effected through an amendment.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed one hundred sixty thousand dollars and zero cents (\$160,000.00). The Grant Budget, attached and incorporated herein as a part of this Grant Contract as Attachment 1, shall constitute the maximum amount due the Grantee for the service and all of the Grantee's obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The maximum liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be compensated for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in Section C.1. Upon progress toward the completion of the work, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, to:

Tennessee Emergency Management Agency
 3041 Sidco Drive
 Nashville, TN 37204
 Attn: Interoperable Emergency Communications Grant Program Manager

- a. Each invoice shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.

- (1) Invoice/Reference Number (assigned by the Grantee);
- (2) Invoice Date;
- (3) Invoice Period (period to which the reimbursement request is applicable);
- (4) Grant Contract Number (assigned by the State to this Grant Contract);
- (5) Account Name: Department of Military, Tennessee Emergency Management Agency;
- (6) Account/Grantor Number (uniquely assigned by the Grantee to the above-referenced Account Name);

- (7) Grantee Name;
- (8) Grantee Federal Employer Identification Number or Social Security Number (as referenced in this Grant Contract);
- (9) Grantee Remittance Address;
- (10) Grantee Contact (name, phone, and/or fax for the individual to contact with invoice questions);
- (11) Complete Itemization of Reimbursement Requested for the Invoice Period, which shall detail, at minimum, the following:
 - i. Reimbursement Amount Requested by Grant Budget Line-Item for the invoice period (including any travel expenditure reimbursement requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations");
 - ii. Amount Reimbursed by Grant Budget Line-Item to Date;
 - iii. Total Amount Reimbursed under the Grant Contract to Date; and
 - iv. Total Reimbursement Amount Requested (all line-items) for the invoice period.

b. The Grantee understands and agrees that an invoice to the State under this Grant Contract shall:

- (1) include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described in Grant Contract Section A subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements; and
- (2) not include any reimbursement requests for future expenditures.

c. The Grantee agrees that timeframe for reimbursement begins when the State is in receipt of each invoice meeting the minimum requirements above.

d. The Grantee shall complete and sign a "Substitute W-9 Form" provided to the Grantee by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract for the Grantee. The Grantee shall not invoice the State under this Grant Contract until the State has received this completed form.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars (\$0.00) and do not increase the total Grant amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any such approval shall be superseded by a subsequent revision of the Grant Budget by contract amendment, and any increase in the total Grant amount shall require a contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a final invoice and grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.

a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the Section C, Payment Terms and Conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.

b. The State shall not be responsible for the payment of any invoice submitted to the state after the final invoice and grant disbursement reconciliation report. The State will not

deem any Grantee costs submitted for reimbursement after the final invoice to be allowable and reimbursable by the State, and such invoices will NOT be paid.

- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the grant period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate to amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the grant period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the term of this agreement, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Grant Contract period.
- C.10. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs invoiced therein.
- C.11. Unallowable Costs. The Grantee's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.
- C.12. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Grantee under this or any Contract between the Grantee and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Grantee.
- C.13. Automatic Deposits. The Grantee shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Grantee by the State. Once this form has been completed and submitted to the State by the Grantee all payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Grantee shall not invoice the State for services until the Grantee has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Grant Contract below pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

- D.8. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4 or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

- D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the Department of Military, Tennessee Emergency Management Agency." Any such notices by the Grantee shall be approved by the State.
- D.11. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.12. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this Contract. The books, records, and documents of the Grantee (and any approved subcontractor), insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting Manual for the Recipients of Grant Funds in the State of Tennessee*, published by the Tennessee Comptroller of the Treasury (available at <http://comptroller.state.tn.us/ma/nonprofit/nonprofit1.pdf>). The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.13. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.14. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.15. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that

receives five hundred thousand dollars (\$500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

- D.16. Procurement. If the other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method was not practical, said documentation shall include a written justification for such decision and non-competitive procurement. Further, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

- D.17. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

- D.18. Independent Contractor. The parties hereto, in the performance of this Grant Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.19. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.

- D.20. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.21. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.22. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.23. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.24. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.25. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Louis Friedmann, Program Manager
 Department of Military, TEMA
 3041 Sidco Drive
 Nashville, TN 37204
lfriedmann@tnema.org
 Telephone #: (615) 741-0985
 FAX #: (615) 242-6630

The Grantee:

A C Wharton, Jr., County Mayor
 Shelby County
 160 N. Main St., Ste. 850
 Memphis, TN 38103
acwharton@shelbycountyttn.gov
 Telephone #: (901) 545-4500
 FAX #: (901) 545-4759

Grantee Point of Contact:

Bob Nations, Director
 Shelby County Office of Preparedness
 1075 Mullins Station Rd., Rm. C-133
 Memphis, TN 38134
bob.nations@shelbycountyttn.gov
 Telephone #: (901) 379-7094
 FAX #: (901) 379-7096

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Voluntary Buyout Program. The Grantee acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.
- a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.
 - b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Grantee understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State grantee would not be appropriate, and in such cases the State may refuse Grantee personnel. Inasmuch, it shall be the responsibility of the State to review Grantee personnel to identify any such issues.
 - c. With reference to either subsection a. or b. above, a grantee may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the *VBP Contracting Restriction Waiver Request* format available from the State and the Internet at: www.state.tn.us/finance/rds/ocr/waiver.html. The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Grant

Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.

- E. 5. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- E. 6. No Equipment Acquisition. This Grant Contract does not involve the acquisition and disposition of equipment acquired with funds provided under this Grant Contract.
- E.7. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Grantee to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Grantee's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Grantee of this Grant Contract; previously possessed by the Grantee without written obligations to the State to protect it; acquired by the Grantee without written restrictions against disclosure from a third party which, to the Grantee's knowledge, is free to disclose the information; independently developed by the Grantee without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Grantee to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Grant Contract.

- E.8. Work Papers Subject to Review. The Grantee shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.
- E.9. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.10. Certification Regarding Drug-Free Workplace Requirements. This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F. The regulations, published in the January 31, 1989 Federal Register, require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment, (See 28 CFR Part 67, Subpart C 13.300 and Subpart D 13.400).

The grantee certifies that it will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (E.10.a.);
 - d. Notifying the employee in the statement required by paragraph (E.10.a.) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - e. Notifying the agency within ten days after receiving notice under subparagraph [E.10.d.(2)], from an employee or otherwise receiving actual notice of such conviction;
 - f. Taking one of the following actions, within 30 days of receiving notice under subparagraph [E.10.d.(2)], with respect to any employee who is convicted.
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (E.10.a.), (E.10.b.), (E.10.c.), (E.10.d.), (E.10.e.), (E.10.f.), and (E.10.g.).
- E.11. Grantee Participation. Grantee Participation amounts detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column, "Grant Contract."
- E.12. Compliance With Title VI of the Civil Rights Act of 1964. The Grantee agrees to comply with the provisions contained in Title VI of the 1964 Civil Rights Act (42 U.S.C. 2000d), and any federal regulations specific to the funding of this grant. The Grantee further agrees to complete and return a self-compliance report as provided by the Grantor.
- E.13. Compliance With National Incident Management System (NIMS). The Grantee will be in compliance with NIMS Standards established by the U.S. Department of Homeland Security and the Federal Emergency Management Agency authorized by Homeland Security Presidential Directive 08 (HSPD-08). The Grantee agrees that it has met NIMS compliance standards. The Grantee further agrees to complete within the announced suspense date the National Incident Management System Compliance Assistance Support Tool (NIMSCAST) report or provide any Correction Action Plan report for items not meeting compliance. The report and any suspense dates are provided by NIMSCAST at <http://www.fema.gov/nimscast/index.jsp>. The compliance

items are in the Resources box under Metrics/Legacy Assessment (pdf). The Grantee will use the current year and the NIMS Implementation Matrix for Tribal and Local Jurisdictions.

**IN WITNESS WHEREOF,
SHELBY COUNTY:**

GRANTEE SIGNATURE

DATE

A C WHARTON, JR., SHELBY COUNTY MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF MILITARY:

GUS L. HARGETT, JR., MAJOR GENERAL, THE ADJUTANT GENERAL DATE

APPROVED:

COMMISSIONER OF FINANCE & ADMINISTRATION

DATE

COMPTROLLER OF THE TREASURY

DATE

***I Certify that this Entity Meets
Civil Rights Title VI Compliance***

Signature

Date

Reviewed by Department of Military Civil Rights Title VI Officer

ATTACHMENT 1**GRANT BUDGET****(BUDGET PAGE 1)**

GRANTEE NAME: SHELBY COUNTY				
U.S. Department of Homeland Security, Interoperable Emergency Communications Grant Program				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning 9/16/08 and ending 8/31/10.				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 & 2	Salaries and Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee/ Grant & Award ²	160,000.00	0.00	160,000.00
5, 6, 7, 8, 9, 10, 11 & 12	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications, and Travel/ Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	160,000.00	0.00	160,000.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: www.state.tn.us/finance/rds/ocr/policy03.pdf).

² Applicable detail attached if line-item is funded.

ATTACHMENT 1 (continued)
GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 2)

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
FUNDING TO IMPROVE INTEROPERABLE EMERGENCY COMMUNICATIONS CAPABILITIES THROUGH TRAINING, EXERCISE AND PLANNING.	160,000.00
TOTAL	160,000.00

Item # _____

Prepared by Christy Kinard

Approved by Christy L. Kinard
Assistant County Attorney

RESOLUTION DECLARING THE INTENT OF THE SHELBY COUNTY BOARD OF COMMISSIONERS TO DONATE THE COUNTY'S INTEREST IN THE MID-SOUTH COLISEUM ARENA AND THE LIBERTY BOWL REAL PROPERTY TO THE CITY OF MEMPHIS WITHOUT MONETARY CONSIDERATION; REQUESTING THE COUNTY MAYOR'S ADMINISTRATION SEEK TO FACILITATE SAID DONATION; AND AUTHORIZING THE COUNTY MAYOR TO EXECUTE QUIT CLAIM DEEDS AND OTHER NECESSARY DOCUMENTS. SPONSORED BY COMMISSIONER MIKE RITZ.

WHEREAS, Shelby County owns a forty percent (40%) interest in the Mid-South Coliseum, an arena that is closed, and a portion of the real property located under the Liberty Bowl, an operable stadium, all of which is located within the city limits of the City of Memphis; and

WHEREAS, The City of Memphis owns a sixty percent (60%) interest in the Mid-South Coliseum arena, is working towards redeveloping the area around the arena, and owns the Liberty Bowl stadium which is located adjacent to the Mid-South Coliseum arena; and

WHEREAS, There is no known purpose for Shelby County to continue ownership of the Mid-South Coliseum arena or the real property located under the Liberty Bowl stadium as Shelby County has no intention of financing or providing financial guarantees or incentives for the development, demolition and/or construction of public and/or private development of the Mid-South Coliseum arena or the Liberty Bowl real property and/or their environs; and

WHEREAS, Pursuant to § 2-57(b)(10)(b) of the Shelby County Code of Ordinances, the County is authorized to donate property to any federal, Tennessee state, or local governmental entity for a public purpose so long as there is a direct or indirect benefit to the citizens of Shelby County; and

WHEREAS, It is the intent of the Shelby County Board of Commissioners to donate the County's interest in the Mid-South Coliseum arena and the Liberty Bowl real property to the City of Memphis for no monetary consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the Shelby County Board of Commissioners hereby declares it to be the intent of said Board to donate the County's interest in the Mid-South Coliseum arena and the Liberty Bowl real property to the City of Memphis for no monetary consideration so long as the property is used for a public purpose that directly or indirectly benefits the citizens of Shelby County.

BE IT FURTHER RESOLVED, That the Shelby County Mayor's Administration be and is hereby requested to seek to facilitate the donation of the County's interest in the Mid-South Coliseum arena and the Liberty Bowl real property to the City of Memphis.

BE IT FURTHER RESOLVED, That the donation of these properties is subject to Shelby County entering into a written agreement with the City of Memphis wherein Shelby County is absolved of any obligations with respect to these properties upon transfer of same.

BE IT FURTHER RESOLVED, That the Shelby County Mayor be and is hereby authorized to execute any and all Quit Claim Deeds necessary to convey the Mid-South Coliseum arena and the Liberty Bowl real property to the City of Memphis, along with any other documents necessary to facilitate the donation.

BE IT FURTHER RESOLVED, That this resolution shall take effect immediately, the public welfare requiring the same.

A C Wharton, Jr., County Mayor

Date: _____

ATTEST:

Clerk of County Commission

ADOPTED: _____

ITEM NO: _____

PREPARED BY: Dottie Jones

APPROVED BY: _____

Resolution to amend the FY 2009 Operating Budget to increase grant funds from the U. S. Department of Health and Human Services for the 2009 Ryan White Comprehensive AIDS Resources Emergency Act HIV Relief Grant Program Part A (CARE Act) grant fund in the amount of \$2,143,395.00. Resolution approves contract amendment pursuant thereto increasing encumbrance in the amount of \$1,659,714.00 with United Way of the Mid-South for administrative costs and service provider contracts for the purpose of administering HIV Emergency Relief Project grants for the period of April 1, 2009 – February 28, 2010. This item requires expenditure of federal grant funds in the amount of \$2,143,395.00. Sponsored by Commissioner George Flynn.

WHEREAS, Shelby County Government has been awarded a grant from the U.S. Department of Health and Human Services, Health Resources and Services Administration for the 2009 Ryan White Comprehensive AIDS Resources Emergency Act HIV Relief Grant Program Part A (CARE Act)

WHEREAS, Grant funds will be used for the purpose of building local capacity for community-based HIV medical and support services for People Living With HIV and AIDS; and

WHEREAS, It is necessary to amend the FY 2009 Operating Budget and the FY 2009 Position Control Budget for the Ryan White Part A Formula Grant to appropriate these additional funds; and

WHEREAS, It is necessary to amend the contract with United Way of the Mid-South to increase the encumbrance in the amount of \$1,659,714.00 to adequately administer services on behalf of the Ryan White grant; and

WHEREAS, All costs are reimbursable by the grant for the period of April 1, 2009 – February 28, 2010.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the FY 2009 Operating Budget for the Ryan White Program is hereby amended and funds appropriated in the amount of \$2,143,395.00 per Exhibit A, which is attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED, That the Position Control Budget is hereby amended as shown on Exhibit B, which is attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED, That the contract amendment between Shelby County Government and United Way of the Mid-South, which is attached hereto and incorporated herein by reference, be and is hereby approved.

BE IT FURTHER RESOLVED, That the County Mayor is hereby authorized to execute any and all documents necessary to comply with the intent of this resolution.

BE IT FURTHER RESOLVED, That the County Mayor and Director of Administration and Finance be and are hereby authorized to issue their warrant or warrants to the extent of appropriations, made in this resolution, pursuant to the terms and conditions of said grant and to take proper credit in their accounting therefore.

A C Wharton, Jr., County Mayor

Date: _____

ATTEST:

Clerk of County Commission

ADOPTED: _____

SUMMARY SHEET

I. Description of Item

This resolution amends the FY 2009 Operating Budget to increase grant funds from the U. S. Department of Health and Human Services for the Ryan White Comprehensive AIDS Resources Emergency Act HIV Relief Grant Program Part A (CARE Act) grant fund in the amount of \$2,143,395.00. The resolution also approves a contract amendment in the amount of \$1,659,714.00 with United Way of the Mid-South to increase the encumbrance for administrative expenses and service provider contracts for the period of April 1, 2009 – February 28, 2010.

The Department of Health and Human Services sent a Notice of Grant award on March 04, 2009 for \$2,143,395.00 to Shelby County Government on behalf of the Community Services Division to provide funding for emergency relief of HIV in Memphis Transitional Grant Area for the period of March 01, 2009 – February 28, 2010. This is approximately 54% of the formula funding expected by the Memphis TGA area for this grant year. It is necessary to amend the FY 2009 Operating Budget and the FY 2009 Position Control Budget for the Ryan White Part A Formula Grant to appropriate these additional funds. It is also necessary to amend the contract with United Way of the Mid-South to increase the encumbrance to adequately administer services on behalf of the Ryan White grant.

II. Source and Amount of Funding

- A. This is a grant award from the Department of Health and Human Services Shelby County to provide funding for the emergency relief of HIV in Memphis and the Mid-South area. Grant is partial funding for the period of March 1, 2009 – February 28, 2010 in the amount of \$2,143,395.00.

Fund 452		
Administration	480590	\$201,355
Quality Management	480591	\$107,170
MSCHD HIV Services	400592	\$206,076
Provider HIV Services	480595	\$1,615,810
Grantee Planning Council	480597	\$12,984
		\$2,143,395

- B. There are no other costs, directly associated with this resolution.

III. Contract Items

- A. Amendment to existing agreement with United Way of the Mid-South to increase the encumbrance in the amount of \$1,659,714.00 to fully expend grant funds. Per the terms of the approved grant award, Shelby County will subcontract with the United Way of the Mid-South to serve as an administrator to subcontract and disburse funds to medical and service providers. Those providers have been selected through a Request For Proposal (RFP) process, pending receipt of grant funding.

IV. Additional Information Relevant to Approval of this Item

- A. Administration recommends approval of this Resolution.
- B. This grant provides for a significant expansion of access to HIV outpatient medical care, case management, nutrition therapy and supplements, dental care, pharmaceutical assistance, mental health, substance abuse services, transportation and insurance assistance for persons living with HIV (PLHW) in the Memphis Transitional Grant Area (TGA), which includes;
- Shelby County, Tipton County, and Fayette County in Tennessee
 - DeSoto County, Tunica County, Marshall County, and Tate County in Mississippi
 - Crittenden County in Arkansas

DIVISION OF HEALTH SERVICES
RYAN WHITE PART A FUND 452 ROLL-UP
APRIL 01, 2009 - JUNE 30, 2009
BUDGET No. 452

ACCT. NO.	ACCOUNT NAME	CURRENT BUDGET	DIFFERENCE	FY08-09 BUDGET
4401	FEDERAL GRANTS	-	(2,143,395)	(2,143,395)
	TOTAL FEDERAL REVENUE	-	(2,143,395)	(2,143,395)
5102	SALARIES & LABOR	-	160,199	160,199
	TOTAL SALARIES & OVERTIME	-	160,199	160,199
5510	RETIREMENT SYSTEM CO A	-	11,214	11,214
5511	OPEB RETIREE INSURANCE	-	11,214	11,214
5516	MEDICARE COVERAGE (MQFE)	-	2,324	2,324
5520	GROUP LIFE INSURANCE	-	1,089	1,089
5543	CIGNA INSURANCE	-	14,686	14,686
5560	LONG TERM DISABILITY	-	2,563	2,563
5591	OJI EXPENSE	-	2,483	2,483
5592	UNEMPLOYMENT COMP	-	527	527
	TOTAL FRINGES	-	46,100	46,100
6016	DATA PROC. SUPPLIES	-	6,500	6,500
6026	EXPENDABLE FURNITURE & EQUIP	-	13,840	13,840
6028	FOOD & FEED PURCHASES	-	1,749	1,749
6042	MATERIALS & SUPPLIES	-	-	-
6048	MEMBERSHIP,PUBS,DUES	-	-	-
6046	MEDICAL SUPPLIES	-	-	-
6052	OFFICE SUPPLIES	-	6,500	6,500
6054	PAPER PRODUCTS	-	-	-
6068	POSTAGE	-	-	-
	TOTAL SUPPLIES	-	28,589	28,589
6419	EDUCATION & TRAINING EXP	-	6,000	6,000
6446	LOCAL TRANSPORTATION	-	9,000	9,000
6467	TRAVEL	-	20,500	20,500
	TOTAL SERVICES	-	35,500	35,500
6637	OUTSIDE CONTRACTS	-	1,760,667	1,760,667
	TOTAL PROF. & CONTRACTED	-	1,760,667	1,760,667
6771	COMMUNICATIONS SERVICES	-	2,666	2,666
6777	MAINTENANCE BLDG & GROUNDS	-	250	250
	TOTAL RENT, UTILITIES & MAINT.	-	2,916	2,916
6852	PRINTING - INSIDE	-	2,250	2,250
6854	POSTAL SERVICES	-	1,500	1,500
6874	COMMUNICATION SERVICES	-	1,000	1,000
	TOTAL O&M CONTRA EXPENDITURES	-	4,750	4,750
9801	TR/T General Fund	-	104,674	104,674
	TOTAL OPERATING TRANS OUT	-	104,674	104,674
	TOTAL EXPENDITURES	-	2,143,395	2,143,395
	NET COST	-	-	-

DIVISION OF HEALTH SERVICES
RYAN WHITE PART A (FORMULA - SERVICE PROVIDERS)
APRIL 01, 2009 - JUNE 30, 2009
BUDGET No. 452-400592

ACCT. NO.	ACCOUNT NAME	CURRENT BUDGET	DIFFERENCE	FY08-09 BUDGET
4401	FEDERAL GRANTS	-	(206,076)	(206,076)
	TOTAL FEDERAL REVENUE	-	(206,076)	(206,076)
5102	SALARIES & LABOR	-	66,200	66,200
	TOTAL SALARIES & OVERTIME	-	66,200	66,200
5510	RETIREMENT SYSTEM CO A	-	4,634	4,634
5511	OPEB RETIREE INSURANCE	-	4,634	4,634
5516	MEDICARE COVERAGE (MQFE)	-	960	960
5520	GROUP LIFE INSURANCE	-	450	450
5543	CIGNA INSURANCE	-	5,949	5,949
5560	LONG TERM DISABILITY	-	1,059	1,059
5591	OJI EXPENSE	-	1,026	1,026
5592	UNEMPLOYMENT COMP	-	218	218
	TOTAL FRINGES	-	18,930	18,930
6026	EXPENDABLE FURNITURE & EQUIP	-	8,840	8,840
6046	MEDICAL SUPPLIES	-	-	-
6048	MEMBERSHIP,PUBS, DUES	-	-	-
6052	OFFICE SUPPLIES	-	3,500	3,500
6068	POSTAGE	-	-	-
	TOTAL SUPPLIES	-	12,340	12,340
6446	LOCAL TRANSPORTATION	-	1,000	1,000
6467	TRAVEL	-	2,000	2,000
	TOTAL SERVICES	-	3,000	3,000
6637	OUTSIDE CONTRACTS	-	-	-
	TOTAL PROF. & CONTRACTED	-	-	-
6771	COMMUNICATIONS SERVICES	-	932	932
6777	MAINTENANCE BLDG & GROUNDS	-	-	-
	TOTAL RENT, UTILITIES & MAINT.	-	932	932
6852	PRINTING - INSIDE	-	-	-
6854	POSTAL SERVICES	-	-	-
6874	COMMUNICATION SERVICES	-	-	-
	TOTAL O&M CONTRA EXPENDITURES	-	-	-
9801	TR/T General Fund	-	104,674	104,674
	TOTAL OPERATING TRANS OUT	-	104,674	104,674
	TOTAL EXPENDITURES	-	206,076	206,076
	NET COST	-	-	-

DIVISION OF HEALTH SERVICES
RYAN WHITE PART A (FORMULA ADMIN)
APRIL 01, 2009 - JUNE 30, 2009
BUDGET No. 452-480590

ACCT. NO.	ACCOUNT NAME	CURRENT BUDGET	DIFFERENCE	FY08-09 BUDGET
4401	FEDERAL GRANTS		(201,355)	(201,355)
	TOTAL FEDERAL REVENUE	-	(201,355)	(201,355)
5102	SALARIES & LABOR	-	58,620	58,620
	TOTAL SALARIES & OVERTIME	-	58,620	58,620
5510	RETIREMENT SYSTEM CO A	-	4,103	4,103
5511	OPEB RETIREE INSURANCE	-	4,103	4,103
5516	MEDICARE COVERAGE (MQFE)	-	850	850
5520	GROUP LIFE INSURANCE	-	399	399
5543	CIGNA INSURANCE	-	6,107	6,107
5560	LONG TERM DISABILITY	-	938	938
5591	OJI EXPENSE	-	909	909
5592	UNEMPLOYMENT COMP	-	193	193
	TOTAL FRINGES	-	17,602	17,602
6016	DATA PROC. SUPPLIES	-	6,500	6,500
6026	EXPENDABLE FURNITURE & EQUIP	-	1,500	1,500
6028	FOOD & FEED PURCHASES	-	749	749
	TOTAL SUPPLIES	-	8,749	8,749
6419	EDUCATION & TRAINING EXP	-	2,000	2,000
6446	LOCAL TRANSPORTATION	-	3,500	3,500
6467	TRAVEL	-	5,000	5,000
	TOTAL SERVICES	-	10,500	10,500
6637	OUTSIDE CONTRACTS	-	104,134	104,134
	TOTAL PROF. & CONTRACTED	-	104,134	104,134
6771	COMMUNICATIONS SERVICES	-	250	250
6777	MAINTENANCE BLDG & GROUNDS	-	250	250
	TOTAL RENT, UTILITIES & MAINT.	-	500	500
6852	PRINTING - INSIDE	-	250	250
6854	POSTAL SERVICES	-	1,000	1,000
	TOTAL O&M CONTRA EXPENDITURES	-	1,250	1,250
	TOTAL EXPENDITURES	-	201,355	201,355
	NET COST	-	-	-

DIVISION OF HEALTH SERVICES
RYAN WHITE PART A (FORMULA QM)
APRIL 01, 2009 - JUNE 30, 2009
BUDGET No. 452-480591

ACCT. NO.	ACCOUNT NAME	CURRENT BUDGET	DIFFERENCE	FY08-09 BUDGET
4401	FEDERAL GRANTS		(107,170)	(107,170)
	TOTAL FEDERAL REVENUE	-	(107,170)	(107,170)
5102	SALARIES & LABOR	-	35,379	35,379
	TOTAL SALARIES & OVERTIME	-	35,379	35,379
5510	RETIREMENT SYSTEM CO A	-	2,477	2,477
5511	OPEB RETIREE INSURANCE	-	2,477	2,477
5516	MEDICARE COVERAGE (MQFE)	-	513	513
5520	GROUP LIFE INSURANCE	-	241	241
5543	CIGNA INSURANCE	-	2,630	2,630
5560	LONG TERM DISABILITY	-	566	566
5591	OJI EXPENSE	-	548	548
5592	UNEMPLOYMENT COMP	-	116	116
	TOTAL FRINGES	-	9,568	9,568
6026	EXPENDABLE FURNITURE & EQUIP	-	3,000	3,000
6052	OFFICE SUPPLIES	-	3,000	3,000
	TOTAL SUPPLIES	-	6,000	6,000
6419	EDUCATION & TRAINING EXP	-	3,000	3,000
6446	LOCAL TRANSPORTATION	-	3,000	3,000
6467	TRAVEL	-	7,500	7,500
	TOTAL SERVICES	-	13,500	13,500
6637	OUTSIDE CONTRACTS	-	39,723	39,723
	TOTAL PROF. & CONTRACTED	-	39,723	39,723
6771	COMMUNICATIONS SERVICES	-	1,000	1,000
	TOTAL RENT, UTILITIES & MAINT.	-	1,000	1,000
6852	PRINTING - INSIDE	-	1,000	1,000
6874	COMMUNICATION SERVICES	-	1,000	1,000
	TOTAL O&M CONTRA EXPENDITURES	-	2,000	2,000
	TOTAL EXPENDITURES	-	107,170	107,170
	NET COST	-	-	-

DIVISION OF HEALTH SERVICES
RYAN WHITE PART A (FORMULA HIV SERVICES)
APRIL 01, 2009 - JUNE 30, 2009
BUDGET No. 452-480595

ACCT. NO.	ACCOUNT NAME	CURRENT BUDGET	DIFFERENCE	FY08-09 BUDGET
4401	FEDERAL GRANTS		(1,000,000)	(1,000,000)
	TOTAL FEDERAL REVENUE	-	(1,000,000)	(1,000,000)
6637	OUTSIDE CONTRACTS	-	1,000,000	1,000,000
	TOTAL PROF. & CONTRACTED	-	1,000,000	1,000,000
	TOTAL EXPENDITURES	-	1,000,000	1,000,000
	NET COST	-	-	-

DIVISION OF HEALTH SERVICES
RYAN WHITE PART A (SUPPLEMENTAL)
APRIL 01, 2009 - JUNE 30, 2009
BUDGET No. 452-480596

ACCT. NO.	ACCOUNT NAME	CURRENT BUDGET	DIFFERENCE	FY08-09 BUDGET
4401	FEDERAL GRANTS		(615,810)	(615,810)
	TOTAL FEDERAL REVENUE	-	(615,810)	(615,810)
6637	OUTSIDE CONTRACTS	-	615,810	615,810
	TOTAL PROF. & CONTRACTED	-	615,810	615,810
	TOTAL EXPENDITURES	-	615,810	615,810
	NET COST	-	-	-

DIVISION OF HEALTH SERVICES
RYAN WHITE PART A (FORMULA PLAN COUN)
APRIL 01, 2009 - JUNE 30, 2009
BUDGET No. 452-480597

ACCT. NO.	ACCOUNT NAME	CURRENT BUDGET	DIFFERENCE	FY08-09 BUDGET
4401	FEDERAL GRANTS		(12,984)	(12,984)
	TOTAL FEDERAL REVENUE	-	(12,984)	(12,984)
6026	EXPENDABLE FURNITURE & EQUIP	-	500	500
6028	FOOD & FEED PURCHASES	-	1,000	1,000
	TOTAL SUPPLIES	-	1,500	1,500
6419	EDUCATION & TRAINING EXP	-	1,000	1,000
6446	LOCAL TRANSPORTATION	-	1,500	1,500
6467	TRAVEL	-	6,000	6,000
	TOTAL SERVICES	-	8,500	8,500
6637	OUTSIDE CONTRACTS	-	1,000	1,000
	TOTAL PROF. & CONTRACTED	-	1,000	1,000
6771	COMMUNICATIONS SERVICES	-	484	484
6777	MAINTENANCE BLDG & GROUNDS	-	-	-
	TOTAL RENT, UTILITIES & MAINT.	-	484	484
6852	PRINTING - INSIDE	-	1,000	1,000
6854	POSTAL SERVICES	-	500	500
	TOTAL O&M CONTRA EXPENDITURES	-	1,500	1,500
	TOTAL EXPENDITURES	-	12,984	12,984
	NET COST	-	-	-

DIVISION OF ADMINISTRATION & FINANCE
TELECOMMUNICATIONS
JULY 1, 2008 - JUNE 30, 2009
BUDGET No. 962-201501

ACCT. NO.	ACCOUNT NAME	CURRENT BUDGET	DIFFERENCE	FY07-08 BUDGET
4262	SERVICE INCOME	(4,057,865)	(1,000)	(4,058,865)
6874	COMMUNICATION EXPENSE	3,456,459	1,000	3,457,459
	NET OPERATIONS	(601,406)	-	(601,406)

DIVISION OF ADMINISTRATION & FINANCE
PRINTING SERVICES
JULY 1, 2008 - JUNE 30, 2009
BUDGET No. 961-307305

ACCT. NO.	ACCOUNT NAME	CURRENT BUDGET	DIFFERENCE	FY07-08 BUDGET
4262	SERVICE INCOME	(1,634,165)	(2,250)	(1,636,415)
6461	PRINTING INSIDE	485,273	2,250	487,523
	NET OPERATIONS	(1,148,892)	-	(1,148,892)

DIVISION OF ADMINISTRATION & FINANCE
POSTAL SERVICES
JULY 1, 2008 - JUNE 30, 2009
BUDGET No. 961-307304

ACCT. NO.	ACCOUNT NAME	CURRENT BUDGET	DIFFERENCE	FY07-08 BUDGET
4262	SERVICE INCOME	(1,376,591)	(1,500)	(1,378,091)
6068	SUPPORT SVCS POSTAGE	1,059,798	1,500	1,061,298
	NET OPERATIONS	(316,793)	-	(316,793)

DIVISION OF HEALTH SERVICES
HEALTH DEPARTMENT
JULY 1, 2008 - JUNE 30, 2009
BUDGET No. 010-400301

ACCT. NO.	ACCOUNT NAME	CURRENT BUDGET	DIFFERENCE	FY07-08 BUDGET
9626	TR/T Federal Grant Fund	-	(104,674)	(104,674)
9801	TR/T General Fund	-	104,674	104,674
	NET OPERATIONS	-	-	-

RYAN WHITE PART A (FORMULA - ADMIN)
APRIL 1, 2009 - JUNE 30, 2009
BUDGET No. 452-480590
COST CENTER SA590

POSITION NO.	JOB TITLE	STATUS	COMPENSATION		
			CURRENT	DIFFERENCE	PROPOSED
070600	Program Manager (Hellman)	F	30,416	12,350	42,766
070601	Public Health Coordinator (Young)	F	37,080	12,360	49,440
080686	Office System Tech (Brooks)	F	17,385	5,843	23,228
070602	Administrative Tech (Taylor)	F	21,924	7,308	29,232
070603	Accountant A (Simmons)	F	45,063	15,020	60,083
080678	Epidemiologist (McGoy)	F	18,533	5,739	24,273
	Total		170,401	58,620	229,022

PER PAY PERIOD - JULY 2008 THRU MARCH 2009

POSITION NO.	JOB TITLE	STATUS	COMPENSATION		
			CURRENT	DIFFERENCE	PROPOSED
070600	Program Manager (Hellman)	F	2,058	0	2,058
070601	Public Health Coordinator (Young)	F	2,060	-	2,060
080686	Office System Tech (Brooks)	F	974	-	974
070602	Administrative Tech (Taylor)	F	1,218	-	1,218
070603	Accountant A (Simmons)	F	2,503	(0)	2,503
080678	Epidemiologist (McGoy)	F	957	-	957
	Total		9,770	(0)	9,770

RYAN WHITE PART A (FORMULA - QM)
APRIL 1, 2009 - JUNE 30, 2009
BUDGET No. 452-480591
COST CENTER SA595

POSITION NO.	JOB TITLE	STATUS	COMPENSATION		
			CURRENT	DIFFERENCE	PROPOSED
070600	Program Manager (Hellman)	F	9,605	3,900	13,505
080686	Office System Tech (Brooks)	F	16,703	5,614	22,317
861141	QM Coordinator (Lawrence)	F	9,965	2,629	12,595
080670	QM Nurse Specialists (Baker)	F	21,323	11,581	32,904
070605	Clerical Specialist A (Hobbs)	F	18,684	5,874	24,558
080678	Epidemiologist (McGoy)	F	18,666	5,781	24,447
	Total		94,947	35,379	130,326

PER PAY PERIOD - JULY 2008 THRU MARCH 2009

POSITION NO.	JOB TITLE	STATUS	COMPENSATION		
			CURRENT	DIFFERENCE	PROPOSED
070600	Program Manager (Hellman)	F	650	-	650
080686	Office System Tech (Brooks)	F	935	-	935
861141	QM Coordinator (Lawrence)	F	438	-	438
080670	QM Nurse Specialists (Baker)	F	1,930	-	1,930
070605	Clerical Specialist A (Hobbs)	F	979	-	979
080678	Epidemiologist (McGoy)	F	963	-	963
	Total		5,895	-	5,895

DIVISION OF HEALTH SERVICES
RYAN WHITE PART A FORMULA (SERVICE PROVIDERS)
APRIL 1, 2009 - JUNE 30, 2009
BUDGET No. 452-400592
COST CENTER HZ592

POSITION NO.	JOB TITLE	STATUS	COMPENSATION		
			CURRENT	DIFFERENCE	PROPOSED
080679	Nutritionist (Woodson)	F	38,034	12,678	50,712
080681	Nutritionist (Denman)	F	38,039	12,680	50,719
080682	Lead Case Manager (Jordan)	F	32,824	10,941	43,765
080683	Case Manager (Hall)	F	31,182	10,394	41,576
080684	Case Manager (Lindsey)	F	28,170	9,390	37,560
080685	Case Manager (Stevens)	F	30,350	10,117	40,467
	Total		198,599	66,200	264,799

PER PAY PERIOD - JULY 2008 THRU MARCH 2009

POSITION NO.	JOB TITLE	STATUS	COMPENSATION		
			CURRENT	DIFFERENCE	PROPOSED
80679	Nutritionist (Woodson)	F	2,113	-	2,113
80681	Nutritionist (Denman)	F	2,113	0	2,113
80682	Lead Case Manager (Jordan)	F	1,824	(0)	1,824
80683	Case Manager (Hall)	F	1,732	0	1,732
80684	Case Manager (Lindsey)	F	1,565	-	1,565
80684	Case Manager (Stevens)	F	1,686	0	1,686
	Total		11,033	0	11,033

FRINGE BENEFIT CALCULATIONS
FY09 Increase Level Budget (Form PCB-7)

452-480590 COST CENTER # SA590
PROGRAM: RYAN WHITE PART A (FORMULA ADMIN)

Date: 03/16/09

Instructions : List any position for which a salary increase has been requested on Form PCB-6.

Fringe Benefits will be calculated automatically for the increase amount shown in Column D. Include \$4840 in column F as Health

Insurance for any new positions requested.

PERMANENT OR DURATIONAL EMPLOYEES				Pension	OPEB	FICA	MQFE	Group Life	LTD	OJI	Unemploy	Total
Position Number	Position Title	# of Positions	Salary Increase	Health Insurance 5543	7.000% 5510	7.000% 5511	6.200% 5515	1.450% 5516	0.680% 5520	1.600% 5560	0.329% 5591	Total Fringe Cost
070600	Program Manager (Hellman)		12,350		864	864	N/A	0	0	0	0	0
070601	Public Health Coordinator (Young)		12,360		865	865	N/A	179	84	198	41	3,215
080686	Office System Tech (Brooks)		5,843	0	409	409	N/A	85	40	93	19	3,387
070602	Administrative Tech (Taylor)		7,308	2,013	512	512	N/A	106	50	117	24	1,146
070603	Accountant A (Simmons)		15,020	1,974	1,051	1,051	N/A	218	102	240	49	3,446
020557	Epidemiologist (McGoy)		5,739	364	402	402	N/A	83	39	92	19	4,919
					0	0	N/A	0	0	0	0	1,489
					0	0	N/A	0	0	0	0	0
					0	0	N/A	0	0	0	0	0
TOTAL PERMANENT COST:			0	58,620	4,103	4,103	N/A	850	399	938	909	17,602
												76,223

TEMPORARY EMPLOYEES												TOTAL
					5510	5511	5515	5516	5520	5560	5591	5592
					N/A	N/A	0	0	N/A	N/A	0	0
					N/A	N/A	0	0	N/A	N/A	0	0
					N/A	N/A	0	0	N/A	N/A	0	0
					N/A	N/A	0	0	N/A	N/A	0	0
					N/A	N/A	0	0	N/A	N/A	0	0
					N/A	N/A	0	0	N/A	N/A	0	0
					N/A	N/A	0	0	N/A	N/A	0	0
					N/A	N/A	0	0	N/A	N/A	0	0
TOTAL TEMPORARY COST:			0	0	N/A	N/A	0	0	N/A	N/A	0	0

GRAND TOTAL:			0	58,620	4,103	4,103	0	850	399	938	909	17,602
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FRINGE BENEFIT CALCULATIONS
FY09 Increase Level Budget (Form PCB-7)

Date: 03/16/09

452-480591 COST CENTER # SA595
PROGRAM: RYAN WHITE PART A (FORMULA QM)

Instructions : List any position for which a salary increase has been requested on Form PCB-6.

Fringe Benefits will be calculated automatically for the increase amount shown in Column D. Include \$4840 in column F as Health

Insurance for any new positions requested.

PERMANENT OR DURATIONAL EMPLOYEES				Pension	OPEB	FICA	MQFE	Group Life	LTD	OJI	Unemploy	Total Fringe Cost	Total
Position Number	Position Title	# of Positions	Salary Increase	Health Insurance 5543	7.000% 5510	6.200% 5515	1.450% 5516	0.680% 5520	1.600% 5560	1.550% 5591	0.329% 5592		
070600	Program Manager (Hellman)		3,900	251	273	N/A	0	0	0	0	0	0	0
080686	Office System Tech (Brooks)		5,614	0	393	N/A	81	38	90	87	18	1,101	
861141	QM Coordinator (Lawrence)		2,629	0	184	N/A	38	18	42	41	9	516	
080670	QM Nurse Specialists (Baker)		11,581	0	811	N/A	168	79	185	180	38	2,271	
070605	Clerical Specialist A (Hobbs)		5,874	2,013	411	N/A	85	40	94	91	19	3,165	
020557	Epidemiologist (McGoy)		5,781	366	405	N/A	84	39	92	90	19	1,500	
					0	N/A	0	0	0	0	0	0	
					0	N/A	0	0	0	0	0	0	
TOTAL PERMANENT COST:			0	35,379	2,477	N/A	513	241	566	548	116	9,567	44,947

TEMPORARY EMPLOYEES				5510	5511	5515	5516	5520	5560	5591	5592	TOTAL
				N/A	N/A	0	0	N/A	N/A	0	0	0
				N/A	N/A	0	0	N/A	N/A	0	0	0
				N/A	N/A	0	0	N/A	N/A	0	0	0
				N/A	N/A	0	0	N/A	N/A	0	0	0
				N/A	N/A	0	0	N/A	N/A	0	0	0
				N/A	N/A	0	0	N/A	N/A	0	0	0
TOTAL TEMPORARY COST:			0	0	N/A	0	0	N/A	N/A	0	0	0
GRAND TOTAL:			0	35,379	2,630	0	513	241	566	548	116	9,567

FRINGE BENEFIT CALCULATIONS
FY09 Increase Level Budget (Form PCB-7)

452-400592 COST CENTER # HZ592 Date: 12/04/08

PROGRAM: RYAN WHITE PART A (FORMULA - SERVICE PROVIDERS)

Instructions : List any position for which a salary increase has been requested on Form PCB-6.

Fringe Benefits will be calculated automatically for the increase amount shown in Column D. Include \$4840 in column F as Health

Insurance for any new positions requested.

PERMANENT OR DURATIONAL EMPLOYEES				Pension	OPEB	FICA	MQFE	Group Life	LTD	OJI	Unemploy	Total
Position Number	Position Title	# of Positions	Salary Increase	Health Insurance 5543	7.000% 5510	7.000% 5511	6.200% 5515	1.450% 5516	0.680% 5520	1.600% 5560	0.329% 5591	Total Fringe Cost
080679	Nutritionist (Woodson)		12,678		887	887	N/A	0	0	0	0	0
080681	Nutritionist		12,680	984	888	888	N/A	184	86	203	197	4,499
080682	Lead Case Manager (Jordan)		10,941	984	766	766	N/A	159	74	175	170	3,470
080683	Case Manager (Hall)		10,394	0	728	728	N/A	151	71	166	161	3,129
080684	Case Manager (Lindsey)		9,390	984	657	657	N/A	136	64	150	146	2,038
080685	Case Manager (Stevens)		10,117	984	708	708	N/A	147	69	162	157	2,825
					0	0	N/A	0	0	0	0	2,968
					0	0	N/A	0	0	0	0	0
					0	0	N/A	0	0	0	0	0
TOTAL PERMANENT COST:				5,949	4,634	4,634	N/A	960	450	1,059	1,026	18,930
				0	66,200						218	85,130

TEMPORARY EMPLOYEES				5510	5511	5515	5516	5520	5560	5591	5592	TOTAL
				N/A	N/A	0	0	N/A	N/A	0	0	0
				N/A	N/A	0	0	N/A	N/A	0	0	0
				N/A	N/A	0	0	N/A	N/A	0	0	0
				N/A	N/A	0	0	N/A	N/A	0	0	0
				N/A	N/A	0	0	N/A	N/A	0	0	0
				N/A	N/A	0	0	N/A	N/A	0	0	0
				N/A	N/A	0	0	N/A	N/A	0	0	0
				N/A	N/A	0	0	N/A	N/A	0	0	0
TOTAL TEMPORARY COST:				0	0	0	0	N/A	N/A	0	0	0

GRAND TOTAL:	0	66,200	5,949	4,634	4,634	0	960	450	1,059	1,026	218	18,930
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AMENDMENT TO AGREEMENT

THIS AMENDMENT (hereinafter "Amendment") is made and entered into this 26 day of March, 2009, by and between SHELBY COUNTY GOVERNMENT (hereinafter "County") and UNITED WAY OF THE MID-SOUTH (hereinafter "Consultant").

WHEREAS, the parties previously entered into an Agreement (hereinafter "Agreement") for the period of April 1, 2007 through February 29, 2008 for provision of services related to the Ryan White Comprehensive AIDS Resources Emergency Act HIV Relief Grant Program, Part A (CARE Act); and

WHEREAS, the agreement provided for two additional annual renewal periods; and

WHEREAS, a resolution was passed by the Shelby County Board of Commissioners on June 23, 2008 to exercise the first renewal for the period of March 1, 2008 through March 31, 2009; and

WHEREAS, a resolution was passed by the Shelby County Board of Commissioners on February 9, 2009 to exercise the second renewal for the period of March 1, 2009 through February 29, 2010; and

WHEREAS, the parties now desire to enter into this Amendment to increase the encumbrance for services related to the Ryan White Comprehensive AIDS Resources Emergency Act HIV Relief Grant Program, Part A (CARE Act) for the period of April 1, 2009, through February 29, 2010; and

NOW, THEREFORE, for and in consideration of the mutual promises of the parties to this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. The total cost of this Amendment shall not exceed ONE MILLION SIX HUNDRED FIFTY NINE THOUSAND SEVEN HUNDRED FOURTEEN AND 00/100 DOLLARS (\$1,659,714.00) payable in accordance with the terms of the Agreement for the grants for costs outlined on the attached Exhibit A
2. This Amendment shall be subject to and contingent upon the Board of County Commissioners' approval of the cost for this Amendment within Shelby County Government's Operating Budget.
3. Except as amended herein, the terms and conditions of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 26 day of March 2009.

APPROVED:

SHELBY COUNTY GOVERNMENT

Contract Administrator/
Assistant County Attorney

A C WHARTON, JR., MAYOR

UNITED WAY OF THE MID-SOUTH

By: *Harry Shaw*

Title: President

Date: 3/26/09

CORPORATE ACKNOWLEDGMENT

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared Harry Shaw, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be president or other officer authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument of the ~~United Way of the Mid-South~~ the within named bargainor, a corporation, and that he as such President, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as President.

WITNESS my hand and official seal at office this 26 day of March, 200 9

My Commission Expires: 2/29/2012

Shirley A. Walczak
Notary Public



EXHIBIT A – Grants and Encumbrance Amounts Covered Under This Amendment

FY09 Part A – Service Provider Contracts	\$1,568,994.00
FY09 Part A – Administrative Costs	\$73,448.00
FY09 Part A – QM Costs	\$17,272.00
	\$1,659,714.00

ITEM LANGUAGE: Resolution to amend the FY 2009 Operating Budget to increase grant funds from the U. S. Department of Health and Human Services for the 2009 Ryan White Comprehensive AIDS Resources Emergency Act HIV Relief Grant Program Part A (CARE Act) grant fund in the amount of \$2,143,395.00. Resolution approves contract amendment pursuant thereto increasing encumbrance in the amount of \$1,659,714.00 with United Way of the Mid-South for administrative costs and service provider contracts for the purpose of administering HIV Emergency Relief Project grants for the period of April 1, 2009 - February 28, 2010. This item requires expenditure of federal grant funds in the amount of \$2,143,395.00. Sponsored by Commissioner George Flynn.
ITEM ID: 634

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STEP: Originator
DATE: 3/30/2009
ORIGINATOR: dottie.jones Phone Number:545-4576
DECISION: APPROVE - Send To Department Head

STEP: Department Head
DATE: 3/30/2009
APPROVER: donna.pavatte Phone Number:545-4263
DECISION: APPROVE - Send To Division Director

STEP: Division Director
DATE: 3/30/2009
APPROVER: dottie.jones
DECISION: APPROVE - Send To Attorney

STEP: Contract Attorney Gatekeeper
DATE: 3/30/2009
APPROVER: bernita.poole
DECISION: Send To Attorney

STEP: Contract Attorney
DATE: 3/31/2009
APPROVER: kathy.kirk
DECISION: APPROVE - Send To Budget Review

STEP: General Budget Review
DATE: 4/1/2009
APPROVER: wanda.richards
DECISION: Return To Attorney

STEP: Contract Attorney
DATE: 4/1/2009
APPROVER: kathy.kirk
DECISION: Return To Division Director

STEP: Division Director
DATE: 4/2/2009
APPROVER: dottie.jones
DECISION: APPROVE - Send To Attorney

STEP: Contract Attorney Gatekeeper
DATE: 4/2/2009
APPROVER: bernita.poole

DECISION: Send To Attorney

STEP: Contract Attorney

DATE: 4/2/2009

APPROVER: kathy.kirk

DECISION: APPROVE - Send To Budget Review

STEP: General Budget Review

DATE: 4/2/2009

APPROVER: wanda.richards

DECISION: APPROVE - Send To Finance Department Administrator

STEP: Finance Administrator

DATE: 4/2/2009

APPROVER: mike.swift

DECISION: APPROVE - Send To CAO

STEP: CAO

DATE: 4/2/2009

APPROVER: jim.huntzicker

DECISION: APPROVED

SUMMARY SHEET

I. DESCRIPTION OF ITEM

Adoption of this ordinance will amend Sections 12.5-51 to 12.5-63 of the Shelby County Code of Ordinances wherein the Shelby County Code of Ethics is codified. Exhibit "A" to the resolution is a redline version which sets forth the recommended revisions, deletions, and additions to Sections 12.5-51 to 12.5-63. Once approved, the redline will be removed from the final version and provided to the publisher for the purpose of amending the Code.

II. SOURCE AND AMOUNT OF FUNDING

Not applicable.

III. CONTRACT ITEMS

Not applicable.

IV. ADDITIONAL INFORMATION RELEVANT TO APPROVAL OF THIS ITEM

Not applicable.

Item _____

Prepared by: Christy L. Kinard
Assistant County Attorney

Approved by: Danny A. Presley
Deputy County Attorney

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE SHELBY COUNTY CODE OF ORDINANCES, CHAPTER 12.5, ARTICLE II, SECTIONS 12.5-51 TO 12.5-63, ENTITLED “CODE OF ETHICS.” SPONSORED BY COMMISSIONER MIKE RITZ.

WHEREAS, pursuant to state law, the Shelby County Board of Commissioners adopted Ordinance No. 330 on June 24, 2007, establishing a Code of Ethics, Rules 1 through 13, applicable to all county elected officials and employees; appointees to boards, commissions, and authorities; members and employees of the county election commission; members of the county school board; and employees of the county school district effective July 1, 2007; and

WHEREAS, the Code of Ethics is codified in the Shelby County Code of Ordinances in Chapter 12.5, Article II, Sections 12.5-51 through 12.5-63; and

WHEREAS, as codified in Chapter 12.5, Section 12.5-56, Section 6 of the Code of Ethics was amended by Ordinance No. 348, adopted by the Shelby County Board of Commissioners on October 22, 2007; and

WHEREAS, after having had an opportunity to interpret the provisions of the Code of Ethics and to obtain feedback from officials, employees and appointees during the required annual training sessions, the County Attorney’s Office recommends the Code of Ethics be amended in accordance with Exhibit “A” which is attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to Chapter 898 of the 2008 Public Acts, an amendment to Tenn. Code Ann. § 8-17-102(d), county school boards are considered separate governmental entities to be governed by ethical standards established by the county boards of education.

NOW, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF SHELBY COUNTY, TENNESSEE THAT, the Shelby County Code of Ethics be and the same is hereby amended by deleting Sections 12.5-51 to 12.5-63 of the Shelby County Code of Ordinances in their entirety and replacing them with the provisions set forth in Exhibit “A” attached hereto and incorporated herein by reference.

BE IT FURTHER ORDAINED THAT, this Ordinance shall take effect pursuant to the
Shelby County Charter and shall become effective as otherwise provided by law.

Chairman of County Commission

A C Wharton, Jr.
Shelby County Mayor

Date: _____

ATTEST:

Clerk of County Commission

FIRST READING: _____

SECOND READING: _____

ADOPTED THIRD READING: _____

Shelby County Code of Ordinances
Chapter 12.5. Ethics

Article I. In General

Secs. 12.5-1--12.5-50. Reserved.

Article II. Code of Ethics

Sec. 12.5-51. Definitions.

For purposes of this chapter, the following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(a) *County* means Shelby County, including all boards, committees, commissions, authorities, corporations or other instrumentalities appointed or created by the county or an official of the county, and specifically including the county election commission.

(b) *De minimis* means lacking significance or importance; so minor as to merit disregard.

(c) *Official, employee, and appointee* means and includes any official, whether an elected or appointed officer or employee of the county, or any appointee to any county or Memphis city/county board, commission, agency, or authority, and the employees of said boards, commissions, agencies, and authorities. This definition includes an official, employee, or appointee, whether compensated or not, and/or whether full-time or part-time.

(d) *Personal interest* means, for the purpose of disclosure of personal interests in accordance with this code of ethics, any interest, direct or indirect, of the official, employee, or appointee, or of the official's, employee's, or appointee's spouse or child living in the same household, or such persons in negotiations with a prohibited source, in the matter to be voted upon, regulated, supervised, or otherwise acted upon in an official capacity.

(e) *Prohibited source* means any person, business, entity or other organization that is seeking official action, decisions or performance or nonperformance of an official, employee, or appointee of the county. Nothing in this code of ethics prohibits an official, employee, or appointee from conducting such county business with, or voting or approving a matter involving, a lending institution whose lending activity is regulated by the state or federal government, solely because that official, employee, or appointee conducts private business with the institution upon the same terms as those granted to the public generally and not otherwise in violation of this chapter.

(Ord. No. 330, Att. § 1, 6-25-07)

Exhibit "A"

Sec. 12.5-52. Disclosure of personal interest in voting matters.

Any official, employee, or appointee with the responsibility to vote or advise on any matter shall disclose during the meeting at which a vote on the measure takes place, before the vote and to be included in the minutes, any personal interest of the official, employee or appointee in the matter to be voted upon. In addition, the official, employee or appointee may recuse himself or herself from discussion or voting on the measure.

(Ord. No. 330, Att. § 2, 6-25-07)

Sec. 12.5-53. Disclosure of personal interest in nonvoting matters.

An official, employee, or appointee who must exercise discretion relative to any matter other than casting a vote and who has a personal interest in the matter shall disclose the interest before the exercise of the discretion when possible and file the conflict of interest disclosure statement with the ethics officer. In addition, the official, employee or appointee may recuse himself or herself from the discussion or exercise of discretion in the matter.

(Ord. No. 330, Att. § 3, 6-25-07)

Sec. 12.5-54. Disclosure of personal interests – contracts and inspections; statement of disclosure of interests; campaign financial disclosure statements.

(a) This section shall apply to any official, employee, or appointee of the county who:

(1) Approves requests for proposals or bid solicitations, or selects, evaluates, or recommends for award or rejection any bid or request for proposal response, for the purchase of personal property, goods, or services, including construction contracts; or

(2) Inspects off-site locations for any zoning, environmental, public health-related, or construction codes (building, existing building, mechanical, fuel, gas, or plumbing); school, road, or other facility construction; or compliance mandated by state law, contract agreement, or local ordinance.

(b)(1) Every official, employee and appointee subject to subsection (a) shall submit to the ethics officer the statement of disclosure of interests on or before February 15 annually. The statement of disclosure of interests shall include the information for the spouse of the official, employee or appointee. The statement may be updated by an official, employee or appointee at any time.

(2) Any county appointee who is a voluntary board member of a not-for-profit corporation shall submit to the ethics officer a statement of disclosure of interests designated for voluntary board members of not-for-profit corporations on or before February 15 annually in accordance with subsection (b)(1) of this section.

(3) Elected officials under the jurisdiction of this code of ethics may submit a copy of the statement of disclosure of interests filed with the Tennessee Ethics Commission to the ethics officer to satisfy this requirement.

(c) The form of the statement of disclosure of interests shall be the same as the statement of

disclosure of interests that candidates and elected officials must file with the Tennessee Ethics Commission, unless amended by resolution of the board of county commissioners.

(d) In addition to such statements of disclosure of interests, elected officials shall submit copies of their campaign financial disclosure statements when they are required to be filed with the county election commission.

(Ord. No. 330, Att. § 4, 6-25-07)

Sec. 12.5-55. General standards of conduct for officials, employees, appointees.

Officials, employees, appointees, their spouses, and children living in their household:

(a) Shall not receive or use for personal purposes any property, services or funds of county government unless authorized by law or county policy. Excepted is the de minimis use of county property without a measurable monetary value or with minimal monetary value;

(b) Shall not:

(1) Lend money to, or borrow money from, an official, employee, appointee, or prohibited source; or

(2) Accept any surety, guaranty, or endorsement of any obligation for his or herself from another official, employee, appointee, or prohibited source; or

(3) Give any surety, guaranty, or endorsement of any obligation for another official, employee, appointee, or prohibited source.

Excepted are loans made between employees for \$2,000.00 or less per calendar year and loans between family members for any amount, provided that neither such loan may be made to, or received from, a prohibited source.

(c) Shall not, for a period of one year after separation from service or employment receive compensation for any services rendered on behalf of any person, business or association in relation to any case, proceeding, or application, with respect to which such former official, employee, or appointee was directly concerned or in which such official, employee, or appointee personally participated during the period of his service or employment or which was under his active consideration or with respect to which knowledge of information was made available to him during the period of his employment. Nothing in this section precludes a former official, employee, or appointee from being engaged directly by the county to provide services to or on behalf of the county during this one-year period.

(d) Notwithstanding any provision in this code of ethics to the contrary, a member of the board of county commissioners may hold full-time employment in a position which may have incidental or occasional contact with the county, if such employment is his or her primary source of income, and if he or she discloses his or her interest and otherwise complies with this code of ethics and state law regarding conflicts of interest.

(Ord. No. 330, Att. § 5, 6-25-07)

Sec. 12.5-56. Acceptance of gifts and other things of value.

(a) An official, employee, appointee, or their spouse or child living in the same household, shall not accept, directly or indirectly, any gift, money, gratuity, or other consideration or favor of any kind from anyone other than the county for the performance of an act, or refraining from performance of an act, that he would be expected to perform, or refrain from performing, in the regular course of his county duties.

(b) An elected official shall not accept any entertainment, food, refreshments, meals, beverages, health screenings, amenities, or other items with a value in excess of \$200.00 in a calendar year from any one prohibited source. Excepted are meals and entertainment offered as part of events sponsored by public or quasi-public entities, community organizations, or nonprofit charitable or educational organizations.

[Move to (e) with changes noted below.]

(c) Notwithstanding any provision in this Code of Ordinances to the contrary, any official, employee or appointee may accept any offer of items described in the previous two paragraphs regardless of value, provided that the same items are offered at the same time to the public generally or to all the board of county commissioners and/or all officials, employees, or appointees in the same class.

(d) Notwithstanding any provision in this Code of Ordinances to the contrary, this code of ethics shall not prohibit gifts between officials, employees, and appointees on any occasion on which gifts are traditionally given, exchanged or donated, if such gift is appropriate to the occasion and does not have a market value in excess of \$50.00; or gifts of any value between family members at any time.

(e) Each prohibited source shall disclose, on a quarterly calendar basis in writing to the ethics officer, all gratuities that it has given to officials, employees, and appointees, or their spouse or child living in the same household during the preceding quarter by filing the prohibited source gift disclosure form.

(Ord. No. 330, Att. § 6, 6-25-07; Ord. No. 348, 10-22-07)

Sec. 12.5-57. Ethics complaints.

(a) *Ethics commission.* A county ethics commission consisting of 12 members and a chairman shall be appointed to two-year terms by the county mayor with confirmation by the board of county commissioners. The membership of the ethics commission shall consist of not less than five licensed attorneys of which three shall be former judges of a court of record or general sessions court, in addition to eight members from the broader community. The county mayor shall insure that the diversity of the community is reflected in the membership of the ethics commission.

(1) The ethics commission shall have jurisdiction of all ethics complaints lodged against

elected officials; appointees to boards, commissions, and authorities; chief administrative officers and assistant chief administrative officers; division directors, deputy directors, chief administrators, administrators, and deputy administrators; and chief deputies and assistant chief deputy sheriffs.

(2) The records of the ethics commission shall be maintained at the direction of the chair and filed with the ethics officer, where they shall be open to the public.

(b) *Ethics officer.* The county attorney shall designate one attorney from his staff to serve as ethics officer to the ethics commission. This ethics officer shall provide legal advice and direction to the commission, and shall review all ethics complaints prior to those complaints being heard by the commission. Upon reviewing a complaint, the ethics officer may take no action, refer the matter to an appropriate officer or entity, or refer it to the ethics commission. The ethics officer shall also issue ethics opinions, verbally or in writing, at the request of any county elected official or department head.

(c) *Ethics training required.* Every official, employee, and appointee under the jurisdiction of the ethics commission shall undergo ethics training once per calendar year. It shall be the responsibility of the ethics officer to identify a reputable source for ethics training and make that training available locally on a quarterly basis. The ethics officer shall file the certificate of annual training form with the ethics commission no later than December 31 of each year certifying that ethics training has been completed by the individuals under its jurisdiction.

(d) *Duties of ethics commission.* The ethics commission shall investigate any credible complaint referred by the ethics officer charging a violation under this code of ethics by an official, employee, or appointee in its jurisdiction. The ethics commission shall also hold public meetings on an on-going basis to educate the public about ethical behavior and practices by government officials; inform the public of the appropriate process for filing complaints; make recommendations regarding possible rule or ordinance provisions relating to ethics; and maintain an on-going community discussion about ethical practices. The ethics commission is authorized to establish rules and regulations for the conduct of its activities.

(e) *Filing complaints and hearing procedures.* Questions and complaints regarding violations of this code of ethics or of any violation of state law governing ethical conduct should be directed to the ethics officer. Complaints against individuals shall be in writing and signed under oath by the person making the complaint, and shall set forth in reasonable detail the facts upon which the complaint is based or by completion of the sworn complaint form.

(1) If the ethics officer refers a complaint to the ethics commission, he or she shall provide comments to the ethics commission as to its validity. Upon receiving a complaint, the ethics commission chair shall select a panel of three members of the ethics commission to review the complaint. Such panel shall be selected on a rotating basis. Two of the three members of the panel, including the panel chair, shall be licensed attorneys.

(2) Within ten (10) business days of selection, the panel shall vote either to dismiss the complaint or to hold a hearing.

a. If the panel votes to dismiss the complaint, the panel's decision shall be based

upon one of the following:

- i. other remedies are being pursued in a more appropriate forum;
 - ii. the allegations, even if true, would not constitute a violation of this code of ethics;
 - iii. there is insufficient credible evidence supporting the allegations to warrant a hearing; or
 - iv. dismissal without a hearing is otherwise appropriate.
- b. If the panel votes to hold a hearing, the panel shall set a hearing date within 30 calendar days of the date the complaint is received by the panel. The date may be continued for good cause shown by any party.

(3) After a hearing at which all parties may be represented by counsel and put on witnesses and evidence, the panel shall determine if a violation of the code of ethics has occurred. If the panel finds that no violation has occurred, then the panel shall dismiss the complaint. If the panel finds that a violation has occurred, then the panel shall submit its findings and recommendations no later than 5 business days from the date of the hearing to the chairman of the ethics commissions and in accordance with the following:

- a. In the case of an ethics violation that resulted from a good faith mistake, issue a warning;
- b. In the case of an employee, recommend that the employee's supervisor take disciplinary action in accordance with county policy;
- c. In the case of an elected official, recommend that the board of county commissioners publicly censure that official;
- d. In the case of an elected official, recommend that an ouster suit be brought by the appropriate governmental official; or
- e. In the case of a possible criminal violation, refer the matter to the appropriate law enforcement official.

(4) Upon receipt of the panel's findings and recommendations, the chairman shall call a special meeting not less than 48 hours nor more than 5 business days to review and take into consideration the adoption of same.

(f) *Penalties for frivolous complaints.* It shall be a violation of this section to submit a complaint to the ethics commission that has no genuine basis in fact. Any person, firm, or corporation in violation of this subsection shall be fined not more than \$50.00. The ethics commission may instruct the ethics officer to seek civil penalties to recoup the costs of hearing a frivolous complaint.

(Ord. No. 330, Att. § 7, 6-25-07)

Sec. 12.5-58. Whistleblower protection; abuse of process; complicity.

(a) Officials, employees and appointees are encouraged to report suspected ethical violations to the ethics officer.

(b) No official, employee or appointee shall use or threaten to use any official authority or influence to discourage, restrain or interfere with any other person for the purpose of preventing such person from acting in good faith to report or otherwise bring to the attention of the ethics officer information relating to an ethics violation or an investigation by the ethics commission.

(c) No official, employee or appointee shall use or threaten to use any official authority or influence to effect any action to retaliate against an official, employee or appointee who reports, initiates a complaint, or otherwise brings to the attention of the ethics officer information relating to an ethics violation or an investigation by the ethics commission, .

(Ord. No. 330, Att. § 8, 6-25-07)

Sec. 12.5-59. County contracts and approvals.

All persons receiving any county contract, subcontract, land use approval or financial grant of money shall execute the gratuity disclosure form under oath and file same with the ethics officer, prior to award of same by the board of county commissioners, or by any board, commission, agency, authority, official, employee, or appointee in which such persons shall:

(1) Disclose any gratuity that they have given, directly or indirectly, to any official, employee or appointee, including their spouses and children living in the household, who is involved in the decision regarding the contract, land use approval, or financial grant of money;

(2) Affirm that they have not given, directly or indirectly, any gratuity to any official, employee or appointee, including their spouses and children living in the household, that has not been disclosed; and

(3) Affirm that they have not violated the provisions of this code of ethics.

(Ord. No. 330, Att. § 9, 6-25-07)

Sec. 12.5-60. Lobbyists.

(a) For the purposes of this section, a lobbyist is anyone who receives a salary, commission, or fee from any entity for the purpose of influencing the decision, for or against, of any decision-maker within the county. "Lobbyist" does not include anyone conducting such activity who receives only reimbursement at value for meals and/or travel.

(b) A lobbyist shall register with the ethics officer within five business days of becoming a lobbyist by filing the lobbyist registration form. The lobbyist shall include in the registration the names of all clients for whom he or she is lobbying the county and the specific issues about which he or she is lobbying.

(c) The lobbyist shall report annually to the ethics officer any campaign contributions in excess of \$100 that he or she has made to any elected official in county government, and all gifts to officials,

employees, and appointees who exercise discretion in a matter that is the subject of the lobbying by filing the annual lobbying expenditure report for lobbyists.

(Ord. No. 330, Att. § 10, 6-25-07)

Sec. 12.5-61. Additional standards for board of county commissioners.

If a member of the board of county commissioners holds a chairmanship, whether of a committee or of the whole commission, and has been criminally charged or indicted with one or more of the following federal offenses:

(1) Actual or attempted extortion of money or property, real or personal, under color of official right; or

(2) Taking of federal program funds or property, real or personal, acquired with federal funds; or

(3) Embezzlement, stealing or obtaining by fraud or otherwise unauthorized conversion of any property to the use of any person other than the rightful owner or the intentional misapplication of any property;

then the board of county commissioners shall vote within 45 calendar days of the charge or indictment whether such member shall retain such chairmanship. The charged or indicted member who is the subject of the vote shall not vote in that decision.

(Ord. No. 330, Att. § 11, 6-25-07)

Sec. 12.5-62. Reports to be placed on Internet.

The ethics officer shall place all reports filed in accordance with this code of ethics on the Shelby County Internet website [www.shelbycountyttn.gov].

(Ord. No. 330, Att. § 12, 6-25-07)

Sec. 12.5-63. Applicable state laws.

NOTES:

1. Ethical rules for judges and other court personnel are promulgated by the Tennessee Supreme Court; see Rule 10, Cannon 5 (Code of Judicial Conduct).

2. Ethical standards for county school boards are promulgated by county boards of education; Tenn. Code Ann. § 8-17-102(d).

In addition to the ethical principles set out in this code of ethics, state laws also provide a framework for the ethical behavior of officials, employees, and appointees in the performance of their duties. Officials, employees, and appointees should familiarize themselves with the state laws applicable to their office or position and the performance of their duties. To the extent that an issue is addressed by state law (law of general application, public law of local application, local option law, or private act), the provisions of that state law, to the extent they are more restrictive, shall control.

(Ord. No. 330, Att. § 13, 6-25-07)

State law references – T.C.A. Title 2, Chapter 10, Parts One and Three; §§ 2-10-116, 2-10-122, 2-10-124, 2-19-121, 2-19-126 to 127, 5-1-125, 5-5-102, 8-21-101 to 103, 8-47-101, 8-50-501, 12-4-101, 39-16-101, 39-16-402 to 404, 39-16-405, 49-6-2003.

Section 12.5-64. Forms.

All forms required to be filed in accordance with this chapter shall be approved by resolution of the board of county commissioners.

(Res. No. 35A, 08-27-07; Res. No. 17, 02-09-09)

Section 12.5-65. Joint City-County Boards, Commission, Agencies and Authorities.

The agreement creating all joint city-county boards, commissions, agencies and authorities shall be amended for the purpose of designating the ethical standards that shall govern all aforementioned jointly created instrumentalities.

State law reference: T.C.A. 8-17-102.

Section 12.5-66. Appeal.

Any official, employee or appointee found to be in violation of the provisions of this chapter shall be entitled to all available remedies as provided by law.

ITEM LANGUAGE: An Ordinance to amend the Shelby County Code of Ordinances, Chapter 12.5, Article II, Sections 12.5-51 to 12.5-63, entitled "Code of Ethics." Sponsored by Commissioner Mike Ritz
ITEM ID: 625

=====
STEP: Originator
DATE: 3/18/2009
ORIGINATOR: mary.white Phone Number:545-4233
DECISION: APPROVE - Send To Department Head

STEP: Department Head
DATE: 3/18/2009
APPROVER: brian.kuhn Phone Number:545-4230
DECISION: APPROVE - Send To Division Director

STEP: Division Director
DATE: 3/18/2009
APPROVER: mike.swift
DECISION: APPROVE - Send To Attorney

STEP: Attorney Gatekeeper
DATE: 3/18/2009
APPROVER: edna.ward
DECISION: Send To Attorney

STEP: Attorney
DATE: 3/19/2009
APPROVER: danny.presley
DECISION: APPROVE - Send To Budget Review

STEP: General Budget Review
DATE: 3/19/2009
APPROVER: wanda.richards
DECISION: APPROVE - Send To Finance Department Administrator

STEP: Finance Administrator
DATE: 3/19/2009
APPROVER: mike.swift
DECISION: APPROVE - Send To CAO

STEP: CAO
DATE: 3/19/2009
APPROVER: jim.huntzicker
DECISION: APPROVED

Item _____

Prepared by: Michael Lewis
Human Resources Administrator

Approved by: Kelley Thomas
Assistant County Attorney

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE SHELBY COUNTY CODE OF ORDINANCES, CHAPTER 12, ARTICLE II, SECTIONS 12-26 TO 12-66 RELATIVE TO THE REGULATION OF THE CIVIL SERVICE MERIT SYSTEM. SPONSORED BY COMMISSIONER MIKE CARPENTER.

WHEREAS, Article II, Sections 12-26 to 12-66 of the Shelby County Code of Ordinances was created by adoption of Chapter 110 of the Private Acts of 1971, as amended by Chapter 128 of the Private Acts of 1977, and Chapter 192 of the Private Acts of 1984; and

WHEREAS, For the purpose of ensuring that the provisions of the Shelby County Civil Service Merit System provide a comprehensive foundation for sound human resources policy application that supports the following: continuous efficiency and economy in providing the best level of public service for Shelby County; fair and equitable employment opportunities for employees of, and applicants for employment with Shelby County; continuous integrity and uniformity of policies and procedures; and sensible and ethical standards of employment conduct for all levels and categories of employment; and

WHEREAS, Based on the foregoing, the Civil Service Merit System should be amended at this time as set forth in Exhibit “A” attached hereto and incorporated herein by reference, by replacing in its entirety Article II, Sections 12-26 to 12-66 of the Shelby County Code of Ordinances.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE THAT, Article II, Sections 12-26 to 12-66 of the Shelby County Code of Ordinances be and the same is hereby amended as set forth in Exhibit “A” attached hereto and incorporated herein by reference.

BE IT FURTHER ORDAINED, That this ordinance shall take effect pursuant to the Shelby County Charter and become effective as provided by law.

Chairman of County Commission

A C Wharton, Jr.
Shelby County Mayor

Date:_____

ATTEST:

Clerk of County Commission

FIRST READING: _____

SECOND READING: _____

ADOPTED THIRD READING: _____

CURRENT ARTICLE II.

CIVIL SERVICE MERIT SYSTEM

ARTICLE I. IN GENERAL

Secs. 12-1—12-25. Reserved.

ARTICLE II. CIVIL SERVICE MERIT SYSTEM***DIVISION 1. GENERALLY****Sec. 12-26. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Administrator of human resources means administrator of human resources or his/her designee.

Appointing authority means any elected official of the county or head of an office of the county government specifically charged by the appropriate elected official with the responsibility of appointing and/or dismissing personnel employed under his direction.

Board means the civil service merit board.

Classified service means those positions of employment contained in the civil service merit system.

Employee means any person appointed to a position or office in the classified service.

Secretary means the secretary of the civil service merit board.

System means the civil service merit system of the county. (Priv. Acts 1971, Ch. 110, § 2; Ord. No. 304, § 3, 7-25-05)

Cross reference—Definitions and rules of construction generally, § 1-2.

***NOTES:**

1. Ch. 110 was amended by Ch. 128, Pvt. 1977 to make it compatible with the Shelby County Restructure Act (Ch. 260, Pvt. 1974).

2. The alternate position on the civil service merit board was created by Ch. 292, Pvt. 1980.

Sec. 12-27. Civil service merit system established.

There is hereby established a civil service merit system for employees of the county.

(Priv. Acts 1971, Ch. 110, § 1)

Sec. 12-28. Unclassified and classified services.

(a) The civil service of the county is hereby divided into the unclassified and classified services.

(b) The unclassified service shall include:

- (1) Officials elected by popular vote and persons appointed to fill vacancies in such elective offices;
- (2) Members of duly established boards and commissions of the county;
- (3) Any person retained by the county on a consulting basis and any professional person hired in his professional capacity as determined by the board;
- (4) Any employee of the county whose employment is on a temporary basis;
- (5) Any person who provides services to the county on a volunteer basis or who receives no compensation for such services;
- (6) Any person employed by the county board of education;
- (7) Such person occupying the position of department head, deputy department head, chief clerk, personal assistant to a department head or personal secretary to a department head as is designated by an appointing authority and approved by the board. The intent of this provision is to restrict positions in the unclassified service to those which involve sensitive policy-making duties. In granting its approval the board shall consider this intent as well as the size of the department in question. A list of these additional positions shall be prepared and maintained by the secretary.
- (8) All county employees of the Shelby County Head Start Program.

(c) The classified service shall comprise all offices and positions of employment for the county not specifically included in the unclassified service.

(Priv. Acts 1971, Ch. 110, § 9; Priv. Acts 1984, Ch. 192, § 2; Ord. No. 281, 2-23-94)

Sec. 12-29. Classification plan.

(a) All offices and positions of employment included in the system shall be listed and classed and a written plan of such will be prepared and maintained.

(b) Such classification plan will contain a description of the duties and responsibilities of each individual office or position. Each office or position shall be assigned to an appropriate class of positions, each class consisting of those offices or positions which have the same or reasonably similar duties and responsibilities. Written specifications will be given to each class and must include the title of the class; a general description of the duties and responsibilities of the offices and positions within the class; the minimum requirements of education, training, experience, licensing or certification, and any other qualifications necessary to hold an office or position within the class. As far as practicable, the lines of promotion to and from each class should be included in the classification plan.

(c) Under the provisions of this section, a class may be comprised of a single office or position.

(Priv. Acts 1971, Ch. 110, § 10)

Sec. 12-30. Schedule of compensation.

(a) For each class of positions established in the classification plan, a study shall be made of the rates paid for similar services elsewhere and of other information pertaining to proper rates of compensation, and a schedule of compensation will accordingly be established. Such schedule shall show for each class a minimum salary rate, a maximum salary rate and such intermediate rate or rates as are equitable and proper.

(b) The financial condition of the county and the personnel policies of the county, in addition to other relevant factors, will be taken into consideration in the assignment of a minimum rate for each class of position.

(c) The schedule of compensation may include, in addition to the minimum, maximum and intermediate merit rates, a rate of pay to be based on longevity of service with the county, and a rate of pay based on cost of living factors.
(Priv. Acts 1971, Ch. 110, § 11)

Sec. 12-31. Personnel policies.

All policies, rules and regulations regarding personnel and employees within the systems shall be reduced to writing. The personnel policies of the county shall establish specific procedures for the governing and maintenance of the personnel system of the county. Such written statements of policy will set out all pertinent information concerning working conditions such as working hours, attendance, holidays, leaves of absence, vacations, in addition to residency requirements, minimum age requirements, programs available to employees, and any and all other information which properly may be the subject of such statement of policy.
(Priv. Acts 1971, Ch. 110, § 12)

Sec. 12-32. Application forms.

Appropriate application forms for employment to a classified position shall be prepared and kept in the office of the secretary or such other public and convenient place as is designated. The forms shall require such information as will reveal the qualifications of the applicant for appointment in the system. All applicants for appointment in the system will be required to complete the appropriate employment application form. Such additional and further investigation concerning the applicant may be conducted as is necessary and proper.
(Priv. Acts 1971, Ch. 110, § 13)

Sec. 12-33. Examination; bonus for veterans.

(a) Open competitive and promotional examinations shall be prepared and conducted by or under the direction of the administrator of personnel.

(b) Examinations may be assembled and may include, but not be limited to, rating of training and experience; written, oral, physical or performance tests or other measures which are technically sound; or any combination as determined by the administrator of personnel.

(c) The examination process may take into consideration such factors as education, experience, recency of experience, knowledge, skill, physical fitness or any other qualifications which are job-related, which may be applied equitably, and which in the judgment of the administrator of personnel enter into the determination of the relative fitness of applicants. For all examinations, the minimum performance or requirements on which eligibility is attained shall be established by the administrator of personnel. A minimum qualifying grade shall be established for each examination segment or the combined ratings of the several parts of the examination.

(d) Any applicant for original appointment into the system achieving at least a minimum passing score on the competitive examination process, who shall have received an honorable discharge from any branch of the armed forces of the United States and who served in time of war or national emergency as declared by the President of the United States, shall be entitled to receive a bonus of additional points, the number of which to be determined by the board, which shall be added to his competitive examination score.

(Priv. Acts 1971, Ch. 110, § 14)

Sec. 12-34. Eligibility lists.

Employment and promotion eligibility lists for the various classes of positions in the system shall be maintained as are necessary or desirable to meet the needs of the system. These lists shall contain the names of persons arranged in order of final earned ratings. Certificates of eligibles drawn from these lists shall be provided, as required, to the appointing authorities for the filling of vacancies in accord with the provisions of this article.

(Priv. Acts 1971, Ch. 110, § 15)

Sec. 12-35. Appointment; probationary period.

(a) Whenever a position in the classified service is to be filled, the appropriate appointing authority shall so notify the secretary. Notices shall be posted for any examinations given by the county government to establish promotion eligibility for civil service employment. Such notice shall be posted at least 30 days prior to the examination.

(b) The county mayor may, upon written notice to an affected department head, waive the posting requirement of this section.

(c) The secretary shall forward to the appointing authority a certificate of eligibles drawn from the applicants eligible for the class or grade to which such position belongs, and the appointing authority shall forthwith appoint to such position one of such persons whose name appears on the certificate. Such appointments shall be for a probationary period of six months, commencing with the first working day. During the probationary period, the newly appointed employee may be dismissed with or without cause, and such dismissed employee shall have no recourse as is otherwise provided in section 12-42. Upon application of the appointing authority, the board may extend the probationary period for any newly appointed employee for a period not to exceed an additional three months. If the employee has not been discharged prior to the expiration of the period of probation, his appointment to the classified service shall be deemed complete.

(Priv. Acts 1971, Ch. 110, § 16)

State law reference—Similar provisions, T.C.A. § 7-51-1301.

Sec. 12-36. Extraordinary and emergency appointments.

Notwithstanding the other provisions of this article, in order to prevent the stoppage of business or to meet extraordinary conditions or emergency, an appointing authority may appoint any individual to a classified position for a period not to exceed 90 days and only until regular appointment can be made under the provisions of this article.

(Priv. Acts 1971, Ch. 110, § 17)

Sec. 12-37. Provisional appointments.

(a) Should there arise an urgent or pressing need for filling a vacancy in any position in the classified service and the secretary is unable to provide the appropriate appointing authority with the name of an applicant eligible for the vacancy, the appointing authority may provisionally appoint an individual to fill the vacancy. Such provisional appointment shall continue only until an appropriate eligible list can be established and submitted to the appointing authority, but in no event for more than 90 days.

(b) When, in the opinion of an appointing authority, there arises the urgent or pressing need for a new permanent position in his office or department not contemplated in the existing classification plan, he may provisionally appoint an individual to fill such position. Such provisional appointment shall continue only until the classification plan can be amended to include such position, if same is found to be necessary or desirable, and regular appointment can be made under the provisions of this article. Immediately following such provisional appointment, the necessity or desirability of inclusion of such position within the system shall be studied and determined. In no event shall such provisional appointment exceed 90 days.

(Priv. Acts 1971, Ch. 110, § 18)

Sec. 12-38. Promotion.

(a) Vacancies occurring in the classified service may be filled by the promotion of those officers and employees of a lesser class of position within the system who are otherwise qualified for the position and certified as eligible by the secretary. In filling any vacancy arising in an office or department, an appointing authority may restrict his consideration of applicants to those individuals presently in the classified service, provided that the names of applicants considered have been certified as eligible for promotion by the secretary.

(b) Following a promotional appointment, the promoted employee shall serve a three-month probationary period in that position, at the successful completion of which the promotion shall be deemed complete. Should the appointing authority determine that the service of an employee in a position to which he

was promoted is unsatisfactory within the three-month probationary period, he shall reinstate the employee to the position which he occupied immediately prior to the promotion.

(c) Should the promotion of any employee result in his exclusion from the classified service, he shall thereafter be entitled to reinstatement in the system at the same or equivalent position which he held immediately prior to the promotion, upon 30 days' notice to the board of his desire to be reinstated in the system. Provided, however, the aforementioned notice to the board must be given no later than 60 calendar days after the date of the correspondence notifying the employee that the appointment has been terminated and/or discontinued. Additionally, this privilege shall not be granted to any employee who has been terminated from employment because of a conviction or a guilty plea to a misdemeanor involving either theft or act of moral turpitude or a felony associated with his/her employment with Shelby County Government. The limitations to the privilege of fall-back rights shall be applied prospectively from the date of enactment, not retroactively.

(d) Employees who have not completed original appointment probation, including extended original appointment probation, or who are on disciplinary probation or suspension, shall not apply for positions posted as closed promotion positions.
(Priv. Acts 1971, Ch. 110, § 19; Priv. Acts 1984, Ch. 192, § 3; Ord. No. 293, 1-10-05)

Sec. 12-39. Service rating.

The secretary, in cooperation with the various appointing authorities of the county, shall prepare for approval by the board a system for rating the performance of the individual employees in the system. The rating system shall be so designed as to give a fair evaluation of the quality and quantity of the employee's work performed. The service rating for the individual employee will be based on periodic reports of the appointing authority and made on no less than an annual basis. No employee will be eligible for a promotion in rank or compensation who does not maintain a

satisfactory service rating. An unsatisfactory service rating may be a basis for disciplinary action to be taken against the employee.

(Priv. Acts 1971, Ch. 110, § 20)

Sec. 12-40. Appointments permanent.

Except as otherwise provided in this article, no employee in the classified service who is not a durational employee and who shall have successfully completed the prescribed period of probation and therefore shall have been permanently appointed or inducted into the system under the provisions of this article shall be dismissed, suspended, demoted or subjected to other discipline, except for cause.

(Priv. Acts 1971, Ch. 110, § 21)

Sec. 12-41. Disciplinary action.

For unsatisfactory performance of duties or other just cause, an employee in the classified service may be subject to the following discipline by the appointing authority:

- (1) Reprimand;
 - (2) Suspension without pay for a period not to exceed 30 days;
 - (3) Reduction in pay within allowable range for class of employee;
 - (4) Demotion to a lower classification;
 - (5) Dismissal from service;
 - (6) Retirement under the terms of the retirement law (T.C.A. § 8-35-101 et seq.), as applicable.
- (Priv. Acts 1971, Ch. 110, § 22)

Sec. 12-42. Reply to discipline; appeal from discipline.

(a) Any employee in the system may be subjected to discipline, as provided in section 12-41, by the appointing authority, after his appointment or promotion is complete by written order stating specifically the reasons for such discipline. Such order shall be signed by the appointing authority and directed to the individual employee involved and a copy thereof directed to the secretary for inclusion in a permanent service record to be maintained for each employee in the system. Any employee so disciplined may respond, by directing a reply in writing to the secretary within seven days of receipt of the order of discipline, with a copy of such reply to the appointing authority. Such reply of the employee shall be maintained in his permanent service record.

(b) Any employee demoted in rank or compensation, suspended without pay for a period exceeding ten days, or dismissed, may, within seven days after service of the order of demotion, suspension or dismissal as hereinabove provided, appeal to the board.

(c) Immediately upon service of any order of suspension or dismissal, the employee shall stand relieved of all duties of his office and shall not reassume such duties until the expiration of any suspension or until reinstated from suspension or dismissal by the board. Immediately upon service of any order of demotion in rank or compensation, the employee shall assume the rank or rate of compensation to which he was demoted.

(d) The board shall, within 60 days from the filing of the appeal, commence a hearing hereon and shall thereupon fully hear and determine the matter and shall affirm, modify or revoke such order of discipline. A hearing may be postponed or continued upon the written request of the employee and/or the written or oral request of the employee's attorney. The appellant shall be entitled to appear personally, produce evidence, and to have counsel and to a public hearing. The finding and decision of the board shall be certified to the appointing authority from whose order the appeal is taken and shall forthwith be enforced and followed by him, but no such demotion in rank or compensation, suspension or dismissal, if appealed to the board, shall be considered final until the finding and decision of the board shall be so certified. Any form of discipline not appealed to the board shall be so certified. Any form of discipline not appealed to the board shall be considered final as of the date of the service of the order of discipline on the employee.

(e) The board is required to establish written procedures necessary for the efficient administration of the appeal process set forth in this section. Such written procedures are to be approved by the board of county commissioners.

(Priv. Acts 1971, Ch. 110, § 23; Priv. Acts 1979, Ch. 97, § 2; Priv. Acts 1984, Ch. 192, § 4; Ord. No. 69, § 1, 4-9-90; Ord. No. 304, § 1, 7-25-05)

Sec. 12-43. Appeal from decision of board.

Within 60 days following the publication of the decision of the board on any matter heard by it, either the involved employee or the appointing authority from whose order the appeal was taken may appeal the decision of the board to the circuit court or chancery court of the county.

(Priv. Acts 1971, Ch. 110, § 24; Ord. No. 304, § 2, 7-25-05)

— **Sec. 12-44. Layoff.**

Notwithstanding the other provisions of this article, if conditions in any department or office of the county or the financial

condition of the county necessitates a reduction in the work force, the required reduction shall be made in such class or classes as the appointing authority designates. Favorable consideration must, however, be given toward retention of those employees in the highest class of positions. If necessary to achieve their retention, employees may be temporarily demoted to a lower class of position. The determination as to which employees within a particular class are to be laid off rests with the sound discretion of the appointing authority and will be based on such considerations as service ratings, seniority and other relevant factors. Any employee laid off or temporarily demoted to a lower class of position under this section shall be given priority over other applicants to reinstatement to his former position or to a comparable position in the system.

(Priv. Acts 1971, Ch. 110, § 25)

Sec. 12-45. Discrimination prohibited.

All appointments and promotions in the system, except as otherwise provided under the provisions of this article, shall be on the basis of competitive examination, and no person in the system or seeking admission thereto shall be appointed, disciplined or dismissed, or in any way favored or discriminated against because of his political affiliation, sex, race, color, creed, age, religious belief or national origin. This section does not apply to membership in any organization which has advocated or does advocate disloyalty to or the violent overthrow of the government of the United States or any subdivision thereof.

(Priv. Acts 1971, Ch. 110, § 26)

State law reference—Similar provisions, T.C.A. § 4-21-401.

Sec. 12-46. Political activity prohibited.

(a) No employee in the classified service may be required or directed, either directly or by implication, to contribute or solicit funds for any political candidate, political party, or political activity, nor may such employee be required or directed, in any capacity whatever, to serve or assist a political candidate, political party or political activity.

(b) Every employee will have the right freely to express his views as a citizen and to cast his vote. Coercion for political pur-

poses of and by employees of federally aided programs and the use of their positions for political purposes will be prohibited. Participation in partisan political activity by any employee subject to these standards will be prohibited with respect to activity prohibited in federally grant-aided programs under the Federal Hatch Political Activities Act, as amended (5 U.S.C. 1501-1508).

(c) This section is not intended to nor does it deprive any employee from voluntary participation in such proper political activity as is allowed by the policy of the county.

(Priv. Acts 1971, Ch. 110, § 27)

Sec. 12-47. Status of employees on effective date of system.

On the date which the system takes effect, any employee of the county, whose position is to be included in the classified service, shall be appointed to retain his position without being required to take a competitive examination. The appointment of any such employee who has held his position for more than six months prior to the effective date of the system shall be deemed complete and he shall hold his position until discharged or reduced in accordance with the provisions of this article.

(Priv. Acts 1971, Ch. 110, § 28)

Sec. 12-48. Contrary provisions of T.C.A. § 8-20-109 not applicable.

Insofar as T.C.A. § 8-20-109 is contrary to the provisions of this article, T.C.A. § 8-20-109 shall not apply to the county.

(Priv. Acts 1971, Ch. 110, § 29)

Secs. 12-49—12-60. Reserved.

DIVISION 2. CIVIL SERVICE MERIT BOARD*

Sec. 12-61. Created; composition.

There is hereby created in the county a civil service merit board composed of five members and one alternate.

(Priv. Acts 1971, Ch. 110, § 3)

*Cross reference—Administration, ch. 2.

Sec. 12-62. Election to board; term; vacancies; qualification of members; removal of members.

(a) The county mayor, the county sheriff, the county trustee, the register, the county clerk, the assessor of property, the chairman of the board of county commissioners, the chancery court clerk and master, the criminal court clerk, the circuit court clerk, the general sessions court clerk, the probate court clerk, the juvenile court judge, and the juvenile court clerk shall be entitled to vote in the election of the members and alternate of the civil service merit board. The chairman of the board of county commissioners shall give each such official at least ten days' notice in writing of the designated time and place of this meeting. Such notice shall state that the purpose of this meeting is to be the election of the members and alternate to the civil service merit board.

(b) Nominations for the positions of member and alternate of the board may be made by any official entitled to vote in such election, and such nominations must be submitted in writing to the chairman of the board of county commissioners not less than five days prior to the election meeting. The chairman of the board of county commissioners shall, not less than two days prior to the election meeting, give each of those officials entitled to vote in the election a list of all nominations for the positions of board members and alternate.

(c) The elected officials of the county entitled to vote shall, by a majority vote of those present, elect five board members and one alternate, who shall take office upon the effective date of the system and who shall serve for the following terms: two members for a term of one year; two members for a term of two years, and one member for a term of three years and one alternate for a term of one year. Subsequent to the initial terms of board members, as provided in this section, each member thereafter appointed to the board shall serve for a term of three years. Vacancies on the board caused by the expiration of the terms of its members or alternate will be filled by election in the same manner as set out in this section for the initial appointment of members. Any vacancy occurring on the board other than those due to the expiration shall be filled for the unexpired term by a majority vote of the re-

maining board members. Each board member or alternate shall serve until his successor is appointed and qualified. No person shall be eligible to serve as a member or alternate of the board:

- (1) Who is under the age of 18 years.
- (2) Who resides outside the county.
- (3) Who holds any elected or appointive office of the county.
- (4) Who is an employee of the county.
- (5) Who is an officer of any organized political party.

(d) Any member or alternate of the board may be removed for just cause during his term of office by a two-thirds vote of the body which elected the board member or alternate, but only after such board member shall have been served with a statement in writing of the reasons alleged to justify his removal, and only after such member or alternate is allowed an opportunity to be represented and publicly heard in his defense before the board which elected the board member or alternate. Failure to attend three consecutive meetings of the board for reason other than death in the family or personal illness may, by a majority vote of the remaining board members, constitute just cause for removal and shall serve as constructive resignation from the board. The vacancy shall then be filled as prescribed in this section.

(Priv. Acts 1971, Ch. 110, § 4; Priv. Acts 1979, Ch. 96, § 1; Priv. Acts 1984, Ch. 192, § 1; Ord. No. 45, 5-22-89)

Sec. 12-63. Meetings; election of chairman; designation of secretary.

(a) By a majority vote of all board members, the board shall elect a chairman for a term of one year who will preside at all subsequent meetings during his term. Thereafter, the board will so elect a chairman upon the expiration of the former chairman's term. The board shall determine the order for business at its meetings and shall make such rules and procedures as it deems necessary for the efficient and orderly conduct of its meetings.

(b) The board shall also designate the time and place within the county for its regularly scheduled meetings. The board, in addition to its regularly scheduled meetings, shall also convene:

- (1) At the call of the chairman;
- (2) At the call of any three board members; or
- (3) Upon five days' notice in writing to each board member by any appointing authority of the county, which written notice may be waived by the concurrence of all five members of the board.

(c) At all meetings of the board, the presence of any three members of the board shall constitute a quorum for the transaction of the business of the board.

(d) The board shall appoint the administrator of personnel named by the county mayor to be the secretary of the civil service merit board. The secretary shall record the proceedings of each meeting and shall render such assistance to the board as is required.

(Priv. Acts 1971, Ch. 110, § 5)

Sec. 12-64. Powers and duties.

The powers and duties of the civil service merit board shall be as follows:

- (1) To promulgate such information as it deems expedient to promote public understanding of purpose, policies, and practices of the system;
- (2) To make recommendations to the secretary and to the county mayor concerning the processing, examination, and certification of applicants and the administration of the system;
- (3) To review the classification plan, compensation plan and personnel policies and to make recommendations to the secretary and to the board of county commissioners regarding their adoption and/or revision;
- (4) To hear the appeal of any employee in the classified civil service following his removal, suspension or reduction in

rank or compensation by the appointing authority, as provided in section 12-42;

- (5) To establish such rules and regulations as are adapted to and necessary for the efficient administration of this article;
- (6) To investigate, by itself or otherwise, the enforcement of the provisions of this article, or of rules and procedures duly authorized for the administration of the system, and of the action of employees in classified positions. In the course of such investigation, the board shall have the power to administer oaths and to secure, by subpoena in the name of the county, the attendance and testimony of witnesses and the production of books and papers relevant to such investigation.

(Priv. Acts 1971, Ch. 110, § 6; Priv. Acts 1984, Ch. 192, § 1)

Sec. 12-65. Compensation of board members and alternate.

The board of county commissioners shall set the compensation of the members and alternate of the civil service merit board.

(Priv. Acts 1971, Ch. 110, § 7; Priv. Acts 1984, Ch. 192, § 1)

Sec. 12-66. Powers and duties of secretary.

The powers and duties of the secretary shall be as follows:

- (1) To prepare a classification plan for submission to the board for recommendation and to the board of county commissioners for approval.
- (2) To prepare a schedule of compensation for the classified service for submission to the board for recommendation and to the board of county commissioners for approval.
- (3) To prepare written personnel policies and regulations governing working conditions for submission to the board for recommendation and to the board of county commissioners for approval.
- (4) To make necessary amendments to and revisions of such, as required, for submission to the board for recommendation and to the board of county commissioners for approval.

- (5) To prepare and administer a selection program including the determination of weights and norms utilizing examination instruments which stress validity and reliability and relate to those characteristics which will test fairly the relative capacity and fitness of candidates to discharge efficiently the duties of the positions to be filled.
- (6) To maintain and provide to the various appointing authorities, as required, lists of all eligible candidates for positions in the system.
- (7) To maintain the preceding plans, policies and lists on a current basis, and to make them available for inspection by the public.
- (8) To prepare, in accordance with this article, for the approval of the board, such rules and regulations as are adapted to and necessary for the efficient administration of this article.

Except as otherwise provided in this article, the secretary shall be responsible for and shall have general supervisory authority over the administration of the system, subject to review by the board. (Priv. Acts 1971, Ch. 110, § 8; Priv. Acts 1984, Ch. 192, § 1)

Secs. 12-67--12-85. Reserved.

Shelby County Code of Ordinances

Chapter 12. Employees

Article II. Civil Service Merit System

Division 1.

Generally

Sec. 12-26. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Administrator of human resources means administrator of human resources or his/her designee.

Appointing authority means any elected official of the county or head of an office of the county government specifically charged by the appropriate elected official with the responsibility of appointing and/or dismissing personnel employed under his/her direction.

Board means the civil service merit board.

Classified service means those positions of employment contained in and regulated by the provisions of the civil service merit system.

Employee means any person employed by Shelby County government and/or subject to the rules and regulations of Shelby County Government.

Secretary means the secretary of the civil service merit board.

System means the civil service merit system of the county.

(Priv. Acts 1971, Ch. 110, § 2; Ord. No. 304, § 3, 7-25-05)

Cross references: Definitions and rules of construction generally, § 1-2.

Sec. 12-27. Civil service merit system established.

There is hereby established a civil service merit system for classified employees of the county.

(Priv. Acts 1971, Ch. 110, § 1)

Sec. 12-28. Unclassified and classified services.

(a) The job positions of the county are hereby divided into the unclassified and classified services.

(b) Those employed in positions deemed to be included in the unclassified service are not included and not covered under the provisions of the civil service merit system. The unclassified service shall include¹:

(1) Officials elected by popular vote and persons appointed to fill vacancies in such elective offices;

(2) Members of duly established boards and commissions of the county;

(3) Any person retained by the county on a consulting basis and/or any professional person hired in his/her professional capacity as determined by the board;

(4) Any employee of the county whose employment is on a temporary basis;

(5) Any person who provides services to the county on a volunteer basis or who receives no compensation for such services;

(6) Such person occupying the position of department head, deputy department head, chief clerk, manager responsible for policy-making, personal assistant to a department head or personal secretary to a department head as is designated by an appointing authority and approved by the board. The intent of this provision is to restrict positions in the unclassified service to those which involve sensitive policy-making duties. In granting its approval the board shall consider this intent as well as the size of the department in question. A list of these additional positions shall be prepared and maintained by the secretary.

(7) All county employees of the Shelby County Head Start Program.

(c) The classified service shall comprise all offices and positions of employment for the county not specifically included in the unclassified service.

(d) Unclassified positions are excluded from the civil service merit system and are considered non-civil service. The classified/unclassified status of a job position is determined when the job position is initially established and/or each time the duties, responsibilities and scope of the position are reviewed by human resources. The classified/unclassified status may be changed upon determination by the administrator of human resources that the job position duties, scope and relationship to the appointing authority have changed significantly to warrant such change in status. The board must approve a position change from classified status to unclassified status.

(Priv. Acts 1971, Ch. 110, § 9; Priv. Acts 1984, Ch. 192, § 2; Ord. No. 281, 2-23-94)

Sec. 12-29. Classification plan.

¹ The Private Acts of 1971, Ch. 110 § 9 originally included persons employed by the county board of education. Shelby County Charter reference: Article VI, § 6.02.

(a) All positions of employment included in the system shall be listed and classified and a written plan of such will be prepared and maintained.

(b) Such classification plan will contain for each position a written description of the duties and responsibilities of each individual office or position. Each position shall be assigned to an appropriate pay grade. Written specifications will be given to each position and must include the title of the position; a general description of the duties and responsibilities of the position; the minimum requirements of education, training, experience, licensing or certification, and/or any other qualifications necessary to hold a position within the grade. As far as practicable, the lines of promotion to and from each class should be included in the classification plan.

(Priv. Acts 1971, Ch. 110, § 10)

Sec. 12-30. Schedule of compensation.

(a) For each class of positions in the system established in the classification plan, a determination shall be made within human resources of the rates paid for similar services in both the public and private sectors, where applicable, and of other information pertaining to proper rates of compensation, and a schedule of compensation will accordingly be established. Such schedule shall show for each job classification a minimum salary rate, a maximum salary rate and such intermediate rate or rates as are equitable and proper, and shall be included in the county salary administration program.

(b) The financial condition of the county and the personnel policies of the county, in addition to other relevant factors, will be taken into consideration in the assignment of a minimum rate for each class of position.

(Priv. Acts 1971, Ch. 110, § 11)

Sec. 12-31. Personnel policies.

All policies, rules and regulations regarding personnel and employees within the system shall be reduced to writing. The personnel policies of the county shall establish specific procedures for the governing and maintenance of the personnel system of the county. Such written statements of policy will set out all pertinent information concerning working conditions such as working hours, attendance, holidays, leaves of absence, vacations, compensation administration, in addition to residency requirements, minimum age requirements, programs available to employees, and any and all other information which properly may be the subject of such statement of policy.

(Priv. Acts 1971, Ch. 110, § 12)

Sec. 12-32. Employment Applications.

Applications for employment to a classified position shall be prepared and maintained in the office of the secretary or such other public and convenient place as is

designated. The forms shall require such information as will reveal the qualifications of the applicant for appointment in the system. All applicants for appointment in the system will be required to complete the appropriate employment application form.

(Priv. Acts 1971, Ch. 110, § 13)

Sec. 12-33. Employment Qualification and Selection.

(a) Open competitive and promotional selection procedures shall be prepared and conducted by or under the direction of the administrator of human resources.

(b) Selection procedures may include, but not be limited to, rating of training and experience; written, oral, physical or performance assessment or examination or other measures which are technically sound; or any combination as determined by the administrator of human resources.

(c) The examination process or selection procedures may take into consideration such factors as education, experience, relevancy of recent work experience, knowledge, skill, physical fitness or any other qualifications which are job-related, which may be applied equitably, and which in the judgment of the administrator of human resources enter into the determination of the relative suitability of applicants. The minimum performance or requirements on which eligibility is attained shall be established by the administrator of human resources. A minimum qualifying standard shall be established for each aspect of the selection process.

(d) Any applicant for original appointment into the system achieving at least a minimum passing score on the competitive examination process, who shall have received an honorable discharge from any branch of the armed forces of the United States and who served in time of war or national emergency as declared by the President of the United States, shall be entitled to receive a bonus of additional points, the number of which to be determined by the board, which shall be added to his competitive examination score.

(Priv. Acts 1971, Ch. 110, § 14)

Sec. 12-34. Eligibility lists.

Employment and promotion eligibility lists for the various classes of positions in the system shall be maintained as are necessary or desirable to meet the needs of the system. These lists shall contain the names of persons meeting acceptable qualification standards. Certificates of eligibles drawn from these lists shall be provided, as required, to the appointing authorities for the filling of vacancies in accord with the provisions of this article.

(Priv. Acts 1971, Ch. 110, § 15)

Sec. 12-35. Appointment; probationary period.

(a) Whenever a position in the classified service is to be filled, the appropriate appointing authority shall so notify the secretary. Notices shall be posted for any examinations given by the county government to establish promotion eligibility for civil service employment. Such notice shall be posted at least 30 calendar days prior to the examination.

(b) The county mayor may, upon written notice to an affected department head, waive the posting requirement of this section.

(c) The secretary shall forward to the appointing authority a certificate of eligibles drawn from the applicants eligible for the class or grade to which such position belongs, and the appointing authority may forthwith appoint to such position one of such persons whose name appears on the certificate. If the appointing authority chooses not to appoint one of such persons whose name appears on the certificate, the appointing authority must state in writing the reason(s) and may request the secretary review the list of applicants to determine if others may be eligible who were not included on the original certificate of eligibles. If it is determined that no others were excluded from the original certificate or that those excluded are not acceptable to the appointing authority, the appointing authority may redraft the qualifications for the position and repost the position in accordance with the provisions of this Act. If the appointing authority chooses to appoint an eligible applicant, such appointment shall be for a probationary period of six months, commencing with the first working day. Certain positions require pre-service training periods greater than six months and are specifically so designated by policy under the County Personnel Management System. During the probationary period, the newly appointed employee may be dismissed with or without cause, and such dismissed employee shall have no recourse as is otherwise provided in section 12-42. Upon application of the appointing authority, the human resources administrator may extend the probationary period for any newly appointed employee for a period not to exceed an additional three months. If the employee has not been discharged prior to the expiration of the period of probation, his/her appointment to the classified service shall be deemed complete.

(d) Employees who have not completed original appointment probation, or who are on disciplinary probation or suspension, shall not apply for positions posted as closed promotional positions.

(Priv. Acts 1971, Ch. 110, § 16)

State law references: Similar provisions, T.C.A. § 7-51-1301.

Sec. 12-36. Extraordinary and emergency appointments.

Notwithstanding the other provisions of this article, in order to prevent the stoppage of business or to meet extraordinary conditions or emergency, an appointing authority may appoint any individual to a classified position for a period not to exceed 90 calendar days and only until regular appointment can be made under the provisions of this article.

(Priv. Acts 1971, Ch. 110, § 17)

Sec. 12-37. Provisional appointments.

(a) Should there arise an urgent or pressing need for filling a vacancy in any position in the classified service and the secretary is unable to provide the appropriate appointing authority with the name of an applicant eligible for the vacancy, the appointing authority may provisionally appoint an individual to fill the vacancy. Such provisional appointment shall continue only until an appropriate eligible list can be established and submitted to the appointing authority, but in no event for more than 90 calendar days.

(b) When, in the opinion of an appointing authority, there arises the urgent or pressing need for a new permanent position in his/her office or department not contemplated in the existing classification plan, he may provisionally appoint an individual to fill such position. Such provisional appointment shall continue only until the classification plan can be amended to include such position, if same is found to be necessary or desirable, and regular appointment can be made under the provisions of this article. Immediately following such provisional appointment, the necessity or desirability of inclusion of such position within the system shall be studied and determined. In no event shall such provisional appointment exceed 90 calendar days.

(Priv. Acts 1971, Ch. 110, § 18)

Sec. 12-38. Promotion.

(a) Vacancies occurring in the classified service may be filled by the promotion of those officers and employees of a lesser class of position within the system who are otherwise qualified for the position and certified as eligible by the secretary. In filling any vacancy arising in an office or department, an appointing authority may not restrict his/her consideration of applicants to those individuals presently in the classified service.

(b) Following a promotional appointment, the promoted employee shall serve a three-month probationary period in that position, at the successful completion of which the promotion shall be deemed complete. However, promotion to certain positions requiring a specific pre-service training period will be governed by the established pre-service training period for the position. Should the appointing authority determine that the service of an employee in a position to which he was promoted is unsatisfactory within the applicable probationary period, he/she shall reinstate the employee to the position which he/she occupied immediately prior to the promotion. However, for employees hired after the date of the Act's revision, if the position is unavailable, the employee will be placed on unpaid leave for up to 90 calendar days to allow the employee to apply for other available positions for which the employee is qualified. Unsuccessful placement in the classified service during the 90 day period will result in employment separation.

(c) Should the promotion of any employee result in his/her exclusion from the classified service, he/she shall thereafter be entitled to reinstatement in the system at the

same or equivalent position which he/she held immediately prior to the promotion, upon 30 calendar days' notice to the board of his/her desire to be reinstated in the system. Provided, however, the aforementioned notice to the board must be given no later than 60 calendar days after the date of the correspondence notifying the employee that the appointment has been terminated and/or discontinued. Additionally, this privilege shall not be granted to any employee who has been terminated from employment because of a conviction or a guilty plea to a misdemeanor involving either theft or act of moral turpitude or a felony associated with his/her employment with Shelby County Government. The limitations to the privilege of fall-back rights shall be applied prospectively from the date of enactment, not retroactively.

The following limitations set forth below regarding fallback rights shall be applied prospectively to employees hired after the date of the Act's revision, not retroactively. For such employees, fallback rights are only applicable if all of the following conditions are met:

1. Current position assignment in the unclassified service must have occurred immediately from classified service under the control of the same appointing authority.
2. Total length of service in the unclassified service is not greater than the total length of service in the classified service.
3. Total length of service in the unclassified service is not greater than 2 consecutive full terms of the appointing authority.

Equivalent classification level means a salary grade not less than the last salary grade held in the classified service. Pay rate upon fallback in the same salary grade level will not be less than the average pay of the employees in that grade under the appointing authority, but not less than the pay rate earned by the employee in the last classified service position held. Pay rate upon fallback in a higher salary grade will be determined by established rule covering initial assignment (new hire) under the existing county salary policy at the time of fallback. Should a position at an equivalent or lesser classification level be unavailable, the employee will be placed on unpaid leave for up to 90 calendar days to allow the employee to apply for other available positions for which the employee is qualified. Unsuccessful placement in the classified service during the 90 day period will result in employment separation.

(d) Employees who have not completed original appointment probation, including extended original appointment probation, or who are on disciplinary probation or suspension, shall not apply for positions posted as closed promotion positions.

(Priv. Acts 1971, Ch. 110, § 19; Priv. Acts 1984, Ch. 192, § 3; Ord. No. 293, 1-10-05)

Sec. 12-39. Service rating.

The secretary, in cooperation with the various appointing authorities of the county, shall prepare formal procedures for rating the performance of the individual employees in the system. Rating procedures shall be so designed as to give a fair evaluation of the quality and quantity of the employee's work performed. The service rating for the individual employee will be based on periodic reports of the appointing authority and made on no less than an annual basis. No employee will be eligible for a promotion in rank or compensation who does not maintain a satisfactory service rating. An unsatisfactory service rating may be a basis for disciplinary action to be taken against the employee. Employee competency in performing job responsibilities may be a factor in making pay adjustments within the structure of the county salary administration program. Nothing in this provision shall prevent the appointing authority from utilizing additional management tools to measure employee performance and providing feedback to employees in relation to the quality or improvement of the employee's job performance.

(Priv. Acts 1971, Ch. 110, § 20)

Sec. 12-40. Appointments permanent.

Except as otherwise provided in this article, no employee in the classified service who is not a durational employee and who shall have successfully completed the prescribed period of probation and therefore shall have been permanently appointed or inducted into the system under the provisions of this article shall be dismissed, suspended, demoted or subjected to other discipline, except for cause.

(Priv. Acts 1971, Ch. 110, § 21)

Sec. 12-41. Disciplinary action.

For unsatisfactory performance of duties or other just cause, an employee in the classified service may be subject to the following discipline by the appointing authority:

- (1) Reprimand;
- (2) Suspension without pay for a period not to exceed 30 calendar days;
- (3) Demotion to a lower classification;
- (4) Dismissal from service;
- (5) Retirement under the terms of the retirement law, as applicable.

(Priv. Acts 1971, Ch. 110, § 22)

State law references: Retirement law, T.C.A. § 8-35-101 et seq.

Sec. 12-42. Reply to discipline; appeal from discipline.

- (a) Any employee in the system may be subjected to discipline, as provided in section 12-41, by the appointing authority, after his/her appointment or promotion is complete by written order stating specifically the reasons for such discipline. Such order shall be

signed by the appointing authority, or his/her designee, and directed to the individual employee involved and a copy thereof directed to the secretary for inclusion in a permanent service record to be maintained for each employee in the system. Any employee so disciplined may respond, by directing a reply in writing to the secretary within 7 calendar days of receipt of the order of discipline, with a copy of such reply to the appointing authority. Such reply of the employee shall be maintained in his/her permanent service record.

(b) Any employee demoted in rank or compensation, suspended without pay for a period exceeding 10 calendar days, or dismissed, may, within 7 calendar days after service of the order of demotion, suspension or dismissal as hereinabove provided, appeal to the board.

(c) Immediately upon service of any order of suspension or dismissal, the employee shall stand relieved of all duties of his/her office and shall not reassume such duties until the expiration of any suspension or until reinstated from suspension or dismissal by the board. Immediately upon service of any order of demotion in rank or compensation, the employee shall assume the rank or rate of compensation to which he was demoted.

(d) The board shall, within a maximum of 45 calendar days from the filing of the appeal, commence a hearing hereon and shall thereupon fully hear and determine the matter and shall affirm or revoke such order of discipline. A hearing may be postponed or continued upon the written request of the employee and/or the written or oral request of the employee's attorney. The appellant shall be entitled to appear personally, to produce evidence, and to have counsel and to a public hearing. The finding and decision of the board shall be certified to the appointing authority from whose order the appeal is taken and shall forthwith be enforced and followed by him, but no such demotion, suspension or dismissal, if appealed to the board, shall be considered final until the finding and decision of the board shall be so certified. Any form of discipline not appealed to the board shall be so certified. Any form of discipline not appealed to the board shall be considered final as of the date of the service of the order of discipline on the employee.

(e) The board is required to establish written procedures necessary for the efficient administration of the appeal process set forth in this section. Such written procedures are to be approved by the board of county commissioners.

(Priv. Acts 1971, Ch. 110, § 23; Priv. Acts 1979, Ch. 97, § 2; Priv. Acts 1984, Ch. 192, § 4; Ord. No. 69, § 1, 4-9-90)

Sec. 12-43. Appeal from decision of board.

Within 60 calendar days following the publication of the decision of the board on any matter heard by it, either the involved employee or the appointing authority from whose order the appeal was taken may appeal the decision of the board to the circuit court or chancery court of the county.

(Priv. Acts 1971, Ch. 110, § 24)

Sec. 12-44. Layoff.

Notwithstanding the other provisions of this article, if conditions in any department or office of the county or the financial condition of the county necessitates a reduction in the work force, the required reduction shall be made in such class or classes as the appointing authority designates. The determination as to which employees within a particular class are to be laid off rests with the sound discretion of the appointing authority and will be based on such considerations as service ratings, seniority and other relevant factors.

(Priv. Acts 1971, Ch. 110, § 25)

Sec. 12-45. Discrimination prohibited.

All appointments and promotions in the system, except as otherwise provided under the provisions of this article, shall be on the basis of competitive examination, and no person in the system or seeking admission thereto shall be appointed, disciplined or dismissed, or in any way favored or discriminated against because of his/her political affiliation, sex, race, color, creed, age, religious belief or national origin. This section does not apply to membership in any organization which has advocated or does advocate disloyalty to or the violent overthrow of the government of the United States or any subdivision thereof.

(Priv. Acts 1971, Ch. 110, § 26)

State law references: Similar provisions, T.C.A. § 4-21-401.

Sec. 12-46. Political activity prohibited.

(a) No employee in the classified service may be required or directed, either directly or by implication, to contribute or solicit funds for any political candidate, political party, or political activity, nor may such employee be required or directed, in any capacity whatever, to serve or assist a political candidate, political party or political activity.

(b) Every employee will have the right freely to express his/her views as a citizen and to cast his vote. Coercion for political purposes of and by employees of federally aided programs and the use of their positions for political purposes will be prohibited. Participation in partisan political activity by any employee subject to these standards will be prohibited with respect to activity prohibited in federally grant-aided programs under the Federal Hatch Political Activities Act, as amended (5 U.S.C. 1501-1508).

(c) This section is not intended to nor does it deprive any employee from voluntary participation in such proper political activity as is allowed by the policy of the county.

(Priv. Acts 1971, Ch. 110, § 27)

Sec. 12-47. Status of employees on effective date of system.

On the date which the system takes effect, any employee of the county, whose position is to be included in the classified service, shall be appointed to retain his/her position without being required to take a competitive examination. The appointment of any such employee who has held his/her position for more than six months prior to the effective date of the system shall be deemed complete and he shall hold his/her position until discharged or reduced in accordance with the provisions of this article.

(Priv. Acts 1971, Ch. 110, § 28)

Sec. 12-48. Contrary provisions of T.C.A. § 8-20-109 not applicable.

Insofar as T.C.A. § 8-20-109 is contrary to the provisions of this article, T.C.A. § 8-20-109 shall not apply to the county.

(Priv. Acts 1971, Ch. 110, § 29)

Secs. 12-49--12-60. Reserved

**Division 2.
Civil Service Merit Board**

Sec. 12-61. Created; composition.

There is hereby created in the county a civil service merit board composed of five members and one alternate.

(Priv. Acts 1971, Ch. 110, § 3)

Sec. 12-62. Election to board; term; vacancies; qualification of members; removal of members.

(a) The county mayor, the county sheriff, the county trustee, the register, the county clerk, the assessor of property, the chairman of the board of county commissioners, the chancery court clerk and master, the criminal court clerk, the circuit court clerk, the general sessions court clerk, the probate court clerk, the juvenile court judge, and the juvenile court clerk shall be entitled to vote in the election of the members and alternate of the civil service merit board. The chairman of the board of county commissioners shall give each such official at least 10 business days' notice in writing of the designated time and place of this meeting. Such notice shall state that the purpose of this meeting is to be the election of the members and alternate to the civil service merit board.

(b) Nominations for the positions of member and alternate of the board may be made by any official entitled to vote in such election, and such nominations must be submitted in writing to the chairman of the board of county commissioners not less than 5 business days prior to the election meeting. The chairman of the board of county commissioners

shall, not less than 2 business days prior to the election meeting, give each of those officials entitled to vote in the election a list of all nominations for the positions of board members and alternate.

(c) The elected officials of the county entitled to vote shall, by a majority vote of those present, elect five board members and one alternate, who shall take office upon the effective date of the system and who shall serve for the following terms: two members for a term of one year; two members for a term of two years, and one member for a term of three years and one alternate for a term of one year. Subsequent to the initial terms of board members, as provided in this section, each member thereafter appointed to the board shall serve for a term of three years. Vacancies on the board caused by the expiration of the terms of its members or alternate will be filled by election in the same manner as set out in this section for the initial appointment of members. Any vacancy occurring on the board other than those due to the expiration shall be filled for the unexpired term by a majority vote of the remaining board members. Each board member or alternate shall serve until his/her successor is appointed and qualified. No person shall be eligible to serve as a member or alternate of the board:

- (1) Who is under the age of 18 years.
 - (2) Who resides outside the county.
 - (3) Who holds any elected or appointive office of the county.
 - (4) Who is an employee of the county.
 - (5) Who is an officer of any organized political party.
- (d) Any member or alternate of the board may be removed for just cause during his/her term of office by a two-thirds vote of the body which elected the board member or alternate, but only after such board member shall have been served with a statement in writing of the reasons alleged to justify his/her removal, and only after such member or alternate is allowed an opportunity to be represented and publicly heard in his/her defense before the board which elected the board member or alternate. Failure to attend three consecutive meetings of the board for reason other than death in the family or personal illness may, by a majority vote of the remaining board members, constitute just cause for removal and shall serve as constructive resignation from the board. The vacancy shall then be filled as prescribed in this section.

(Priv. Acts 1971, Ch. 110, § 4; Priv. Acts 1979, Ch. 96, § 1; Priv. Acts 1984, Ch. 192, § 1; Ord. No. 45, 5-22-89)

Sec. 12-63. Meetings; election of chairman; designation of secretary.

(a) By a majority vote of all board members, the board shall elect a chairman for a term of one year who will preside at all subsequent meetings during his/her term. Thereafter, the board will so elect a chairman upon the expiration of the former chairman's term. The board shall determine the order for business at its meetings and shall make such rules and procedures as it deems necessary for the efficient and orderly conduct of its meetings.

(b) The board shall also designate the time and place within the county for its regularly scheduled meetings. The board, in addition to its regularly scheduled meetings, shall also convene:

- (1) At the call of the chairman;
- (2) At the call of any three board members; or
- (3) Upon five days' notice in writing to each board member by any appointing authority of the county, which written notice may be waived by the concurrence of all five members of the board.

(c) At all meetings of the board, the presence of any three members of the board shall constitute a quorum for the transaction of the business of the board.

(d) The board shall appoint the administrator of human resources named by the county mayor to be the secretary of the civil service merit board. The secretary shall record the proceedings of each meeting and shall render such assistance to the board as is required.

(Priv. Acts 1971, Ch. 110, § 5)

Sec. 12-64. Powers and duties.

The powers and duties of the civil service merit board shall be as follows:

- (1) To promulgate such information as it deems expedient to promote public understanding of purpose, policies, and practices of the system;
- (2) To forward to the secretary and to the county legislative body any recommendations concerning the policies, plans, processes and effective administration of the system;
- (3) To review the classification plan, compensation plan and to make recommendations to the secretary and to the board of county commissioners regarding their adoption and/or revision;
- (4) To hear the appeal of any employee in the classified civil service following his/her removal, suspension or reduction in rank or compensation by the appointing authority, as provided in section 12-42;
- (5) To establish such rules and regulations as are adapted to and necessary for the efficient administration of this article;
- (6) To investigate, by itself or otherwise, the enforcement of the provisions of this article and the rules and procedures duly authorized for the administration of the system. The board shall also investigate as appropriate any appeals made to the board by employees in classified positions. In the course of such investigations, the board shall have the power to administer oaths and to secure, by subpoena in the name of the county, the attendance and testimony of witnesses and the production of books and papers relevant to such investigation.

(Priv. Acts 1971, Ch. 110, § 6; Priv. Acts 1984, Ch. 192, § 1)

Sec. 12-65. Compensation of board members and alternate.

The board of county commissioners shall set the compensation of the members and alternate of the civil service merit board.

(Priv. Acts 1971, Ch. 110, § 7; Priv. Acts 1984, Ch. 192, § 1)

Sec. 12-66. Powers and duties of secretary.

The powers and duties of the secretary shall be as follows:

- (1) To prepare and maintain a position classification program for submission to the board for recommendation and to the board of county commissioners for approval.
- (2) To prepare and maintain a salary administration program for the classified service for submission to the board for recommendation and to the board of county commissioners for approval.
- (3) To prepare written personnel policies and regulations governing working conditions for submission to the board for review and to the board of county commissioners for approval.
- (4) To make necessary amendments to and revisions of such, as required, for submission to the board for review and to the board of county commissioners for approval.
- (5) To prepare and administer a selection program which stresses the reliability of all screening criteria used and relates each step of the selection process to those characteristics which will identify and fairly evaluate the relative capacity and fitness of candidates to discharge efficiently the duties of the positions to be filled.
- (6) To maintain and provide to the various appointing authorities, as required, lists of all eligible candidates for positions in the system.
- (7) To maintain the preceding plans, policies and lists on a current basis, and to make them available for inspection by the public.
- (8) To prepare, in accordance with this article, such rules and regulations as are adapted to and necessary for the efficient administration of this article.
- (9) To prepare such rules, procedures, resolutions or regulations for submission to and adoption by the board of county commissioners that would delay or suspend hiring due to the financial conditions in any department or office of the county or due to the financial condition of the county.

Except as otherwise provided in this article, the secretary shall be responsible for and shall have general supervisory authority over the administration of the system.

(Priv. Acts 1971, Ch. 110, § 8; Priv. Acts 1984, Ch. 192, § 1)

Secs. 12-67--12-85. Reserved.

ITEM LANGUAGE: An Ordinance to amend the Shelby County Code of Ordinances,
Chapter 12, Article II, Section 12-26 to 12-66 relative to the regulation of the
Civil Service Merit System. Sponsored by Commissioner Mike Carpenter
ITEM ID: 636

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STEP: Originator
DATE: 3/31/2009
ORIGINATOR: grace.hutchinson Phone Number:545-4429
DECISION: APPROVE - Send To Department Head

STEP: Department Head
DATE: 3/31/2009
APPROVER: mike.swift Phone Number:545-4269
DECISION: APPROVE - Send To Division Director

STEP: Division Director
DATE: 3/31/2009
APPROVER: jim.huntzicker
DECISION: APPROVE - Send To Attorney

STEP: Attorney Gatekeeper
DATE: 4/1/2009
APPROVER: edna.ward
DECISION: Send To Attorney

STEP: Attorney
DATE: 4/1/2009
APPROVER: kelley.thomas
DECISION: APPROVE - Send To Budget Review

STEP: General Budget Review
DATE: 4/1/2009
APPROVER: wanda.richards
DECISION: APPROVE - Send To Finance Department Administrator

STEP: Finance Administrator
DATE: 4/1/2009
APPROVER: mike.swift
DECISION: APPROVE - Send To CAO

STEP: CAO
DATE: 4/1/2009
APPROVER: jim.huntzicker
DECISION: APPROVED

Item #: _____

Prepared by: Steve Summerall

Approved by: Christy L. Kinard
Assistant County Attorney

**RESOLUTION AMENDING PREVIOUSLY ADOPTED RESOLUTION
NUMBER FOURTEEN (14) ADOPTED SEPTEMBER 22, 2008
ENTITLED "RESOLUTION APPROVING THE APPOINTMENTS TO
VARIOUS BOARDS AND COMMISSIONS FOR 2008/2009 BY THE
CHAIRMAN OF THE SHELBY COUNTY BOARD OF
COMMISSIONERS", BY APPOINTING COMMISSIONER STEVE
MULROY TO THE SHELBY FARMS PARK CONSERVANCY BOARD
AND COMMISSIONER MATT KUHN TO THE AGRICENTER
COMMISSION. SPONSORED BY CHAIRMAN DEIDRE MALONE.**

WHEREAS, The Shelby County Charter, Article II, Section 2.10, authorizes the Chairman of the Board of County Commissioners to appoint from the Commissioners a designee to serve in his place and stead on any Board or Commission which the Chairman is a member by law; and

WHEREAS, The Permanent Rules of Order of the Board of County Commissioners, Item 4, Sub Paragraph (c) requires that such appointments be approved by the Board of County Commissioners following the election of the Chairman.

WHEREAS, Resolution number fourteen (14) was adopted by the board of county commissioners on September 22, 2008 for the chairman's appointments for the 2008-2009 term; and

WHEREAS, Commissioner David Lillard resigned from the county commission effective February 4, 2009 and vacated two board appointments to the Agricenter Commission and the Shelby Farms Park Conservancy; and

WHEREAS, Chairman Deidre Malone desires to appoint Commissioner Steve Mulroy to the vacancy on the Shelby Farms Park Conservancy Board and Commissioner Matt Kuhn to the vacancy on the Agricenter Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the Chairman hereby appoints Commissioner Steve Mulroy to the vacancy on the Shelby Farms Park Conservancy Board and Commissioner Matt Kuhn to the vacancy on the Agricenter Commission to serve in her place and stead on these boards and commissions for the 2008/2009 term.

BE IT FURTHER RESOLVED, That this resolution shall take effect immediately, the public welfare requiring the same.

A C Wharton, Jr., County Mayor

Date: _____

ATTEST:

Clerk of County Commission

ADOPTED: _____

Item # _____

Prepared by: Lou Geater

Approved by: Christy L. Kinard
Assistant County Attorney

**RESOLUTION REAPPOINTING SCOTT PEATROSS AS PUBLIC
ADMINISTRATOR OF THE SHELBY COUNTY PROBATE COURT.
SPONSORED BY COMMISSIONER JOE FORD.**

WHEREAS, Tennessee Code Annotated § 30-1-401 provides for the appointment of a Probate Court Public Administrator by the County Commission for a term of four (4) years; and

WHEREAS, The Shelby County Board of Commissioners by Resolution No. 21 adopted on March 28, 2005, authorized the establishment of the position of Probate Court Public Administrator in order to more efficiently administer the affairs of those estates for which the appointment of a guardian, conservator or personal representative is required; and

WHEREAS, The Shelby County Board of Commissioners by Resolution No. 19 adopted on June 6, 2005 appointed Scott Peatross to fill this position, said term expiring on June 6, 2009; and

WHEREAS, This position is not considered a County position and the person appointed to said position is not a County employee, serves without fringe benefits, and is compensated by a fee which is awarded on a case-by-case basis as ordered by the courts; and

WHEREAS, the Probate Court Judges have recommended Mr. Scott Peatross for reappointment to fill this position.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That pursuant to Tennessee Code Annotated Section 30-1-401, Mr. Scott Peatross be and is hereby reappointed as Public Administrator of the Shelby County Probate Court effective June 6, 2009 for a term of four (4) years, expiring on June 6, 2013.

BE IT FURTHER RESOLVED, That this resolution shall take effect immediately, the public welfare requiring it.

A C Wharton, Jr.
County Mayor

Date: _____

ATTEST:

Clerk of County Commission

ADOPTED: _____

SUMMARY SHEET

Because there exists a disproportionably high rate of foreclosures in Shelby County including some of the larger Memphis area ethnic minority communities that have been caused substantially by unlawful, irresponsible, unfair, deceptive and discriminatory lending practices of certain national financial institutions and mortgage lenders, the City of Memphis and the County of Shelby in conjunction with the Memphis Area Legal Services are interested in pursuing litigation against these lending institutions.

The purpose of this litigation would be to both obtain injunctive relief to stop foreclosures at the current time and going forward, and to obtain some financial relief for the citizens, the City of Memphis, and Shelby County for the damages to local governments relative to these predatory lending practices.

Other cities and local governments have filed these types of lawsuits such as Baltimore, San Diego, Cleveland and Birmingham. The Tennessee Attorney General has been in communication with the Shelby County Mayor regarding this type of litigation and has been invited to join in with Memphis and Shelby County and Memphis Area Legal Services in participating in the litigation. No decision has been made by the Attorney General's Office at this time relative to their participation.

This resolution approves the Complaint as required by the resolution adopted as Item No. 25 on December 22, 2008 and also provides authorization to engage by contract appropriate outside counsel willing and prepared to immediately enter into a contingency-fee agreement with Shelby County, by and through its County Attorney, to swiftly initiate litigation and to vigorously prosecute an action of any form at trial in any forum, including interlocutory appeals, if any, against any and all predatory national mortgage lenders. This resolution also provides authorization to engage a non-profit organization that provides legal services, to provide in-kind services to such non-profit organization from the County Attorney's Office in the formulation of prosecuting of such litigation; and to pay a portion of the reasonable fees, costs and expenses incurred by the non-profit organization if necessary. Pursuant to this resolution, the County Attorney's Office is still required to continually report progress relative to this litigation to the County Commission.

Item #: _____

Prepared by: Craig E. Willis
Assistant County Attorney

Approved by: Brian L. Kuhn
County Attorney

RESOLUTION APPROVING A COMPLAINT AGAINST MORTGAGE LENDING INSTITUTIONS WHO HAVE PARTICIPATED IN UNLAWFUL, IRRESPONSIBLE, UNFAIR, DECEPTIVE, AND DISCRIMINATORY LENDING PRACTICES AS REQUIRED BY A RESOLUTION ADOPTED AS ITEM NO. 25 ON DECEMBER 22, 2008; AND AUTHORIZING THE COUNTY MAYOR TO ENGAGE OUTSIDE COUNSEL ON A CONTINGENCY FEE BASIS, TO ENGAGE A NON-PROFIT ORGANIZATION THAT PROVIDES LEGAL SERVICES, AND TO PROVIDE IN-KIND SERVICES TO, AND PAY A PORTION OF THE REASONABLE FEES, COSTS AND EXPENSES INCURRED BY, SAID NON-PROFIT ORGANIZATION IF NECESSARY. SPONSORED BY COMMISSIONER J. W. GIBSON, II.

WHEREAS, by adoption of Item No. 25 on December 22, 2008, a copy of which is attached hereto and incorporated herein by reference, the Shelby County Board of Commissioners approved a resolution authorizing the County to participate with the City of Memphis and/or the State of Tennessee in pursuing litigation targeted at mortgage lending institutions who have participated in unlawful, irresponsible, unfair, deceptive, and discriminatory lending practices which have resulted in a disproportionately high rate of foreclosures in the ethnic minority neighborhoods of Memphis and Shelby County causing substantial and irreparable damage to these neighborhoods; and

WHEREAS, as required by said resolution, the County Attorney submits the Complaint attached hereto and incorporated herein by reference for approval; and

WHEREAS, upon further legal research and analysis, the Shelby County Attorney advises that it is prudent and in the interest of the public welfare that legal action be swiftly brought against several national mortgage lending institutions; and

WHEREAS, the Shelby County Attorney also advises that it is prudent and in the interest of the public welfare that appropriate outside counsel be engaged on a contingency fee basis and to engage a non-profit organization that provides legal services for the purpose of swiftly initiating this litigation and to vigorously prosecute this action at trial, including interlocutory appeals, if any; and

WHEREAS, the Shelby County Board of Commissioners desires to proceed with all steps necessary to bring about such litigation in conjunction with the City of Memphis and the State of Tennessee, should they desire to join in the litigation, along with appropriate outside counsel and a non-profit organization that provides legal services engaged by the County Mayor.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the Complaint submitted by the County Attorney, a summary of which is attached hereto and incorporated herein by reference, be and is hereby approved.

BE IT FURTHER RESOLVED, That the County Mayor be and is hereby authorized to engage outside counsel to swiftly initiate litigation and vigorously prosecute an action of any form at trial in any forum, including interlocutory appeals, if any, on a contingency fee basis, against any and all predatory national mortgage lenders that have committed unlawful, irresponsible, unfair, deceptive, and/or discriminatory lending practices that have resulted in a disproportionately high rate of foreclosures in the Memphis and Shelby County ethnic minority neighborhoods.

BE IT FURTHER RESOLVED, That the County Mayor be and is hereby authorized to engage a non-profit organization that provides legal services to assist in the prosecution of such

litigation, to provide in-kind services for the County Attorney’s Office in the formulation, initiation and prosecution of such litigation, and to pay a portion the reasonable fees, costs and expenses incurred by said non-profit organization if necessary.

BE IT FURTHER RESOLVED, That the County Attorney’s Office be and is hereby directed to continually report back to the County Commission on a routine and regular basis as to any and all progress relative to this litigation.

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately, the public welfare requiring it.

A C Wharton, Jr., County Mayor

Date: _____

ATTEST:

Clerk of County Commission

ADOPTED: _____

Item #: 25

Mover: CARPENTER

Prepared by: Brian Kuhn
County Attorney

Second: FORD

Approved by: Brian Kuhn
County Attorney

RESOLUTION AUTHORIZING THE COUNTY OF SHELBY TO PARTICIPATE WITH THE CITY OF MEMPHIS AND/OR THE STATE OF TENNESSEE IN PURSUING LITIGATION TARGETED AT MORTGAGE LENDING INSTITUTIONS WHO HAVE PARTICIPATED IN UNLAWFUL, IRRESPONSIBLE, UNFAIR, DECEPTIVE, AND DISCRIMINATORY LENDING PRACTICES WHICH HAVE RESULTED IN DISPROPORTIONABLY HIGH RATE OF FORECLOSURES IN THE ETHNIC MINORITY NEIGHBORHOODS OF MEMPHIS AND SHELBY COUNTY. SPONSORED BY COMMISSIONER J. W. GIBSON, II.

WHEREAS, There exists a disproportionately high rate of foreclosures in Shelby County, inclusive of its larger Memphis ethnic minority communities that were caused substantially by financial institutions unlawful, irresponsible, unfair, deceptive, and discriminatory lending practices; and

WHEREAS, This disproportionately high rate of foreclosures has caused substantial and irreparable damage to these neighborhoods and has caused direct and continuing financial harm to the County of Shelby, inclusive of the City of Memphis and the County of Shelby; and

WHEREAS, This harm to Shelby County, inclusive of the City of Memphis, consists of but is not limited to the loss of tax revenues, the potential effect of loss of credit ratings for the governments, increased costs relevant to vacant houses such as fire, police, code enforcement and demolition issues, and increased cost in social services for displaced families; and

WHEREAS, Other local governments in the United States have filed suit against these predatory lenders such as in Baltimore, Maryland and San Diego, California; and

WHEREAS, In several similar lawsuits settlements were obtained which resulted in substantial damages being paid to the local governments; and

WHEREAS, The cost of pursuing such litigation for the local governments is expected to be the cost of expert witness fees and other expenses in a range of around \$250,000.00; and

WHEREAS, The County of Shelby is interested in sharing the aforementioned costs with the City of Memphis up to a maximum amount of \$125,000.00; and

WHEREAS, The City of Memphis and the County of Shelby and/or the State of Tennessee would draw from other resources available for the costs of this litigation such as the Memphis Fair Housing Center, In Kind Services of the City and County or the Attorney General's office, contingency fee private attorneys, or Fair Housing Center Grants, etc.; and

WHEREAS, The Attorney General of the State of Tennessee has been requested to join in this litigation; and

WHEREAS, The County desires to proceed with all steps necessary to bring about such litigation in conjunction with the City of Memphis and the State of Tennessee should they desire to join in the litigation.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the County Mayor and

County Attorney are hereby authorized to pursue the filing and/or participating in litigation of any form against any and all applicable predatory lenders in the Memphis and Shelby County area that have committed unlawful, irresponsible, unfair, deceptive, and/or discriminatory lending practices that have resulted in disproportionately high rate of foreclosures in the Memphis and Shelby County ethnic minority neighborhoods, and has caused substantial and irreparable damage to these neighborhoods.

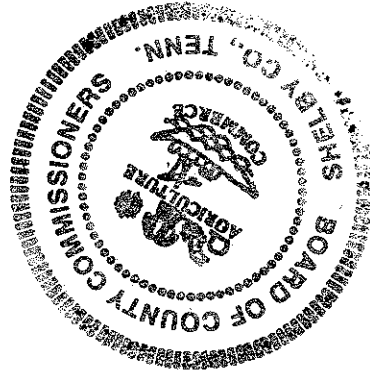
BE IT FURTHER RESOLVED, That the complaint should seek a declaratory judgment and injunctive relief of all types including stopping foreclosures, as well as damages to local governments relative to these predatory lending practices in Memphis and Shelby County.

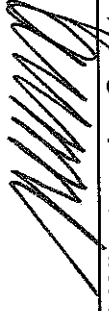
BE IT FURTHER RESOLVED, That the County Attorney's office is required to provide a copy of the complaint to the County Commission for approval prior to filing same.

BE IT FURTHER RESOLVED, That the County is willing to pay up to one-half of the costs and expenses of said litigation up to a maximum amount of \$125,000.00 and to participate with in kind services from the County Attorney's office in the formulation and prosecuting of such litigation.

BE IT FURTHER RESOLVED, That the County Attorney's office is authorized to pay for the costs of this litigation out of its outside professional fee line item and that as incurred funds will be transferred to this line item for this purpose by the administration from any and all available sources as approved by the County Commission, if necessary.


BE IT FURTHER RESOLVED, That the County Attorney's office should report back to the County Commission on a routine and regular basis as to any and all progress relative to this litigation.




A C Wharton, Jr., County Mayor

Date: 12/22/08

ATTEST:


Clerk of County Commission

ADOPTED: DECEMBER 22, 2008

ITEM LANGUAGE: Resolution approving a complaint against mortgage lending institutions who have participated in unlawful, irresponsible, unfair, deceptive, and discriminatory lending practices as required by a resolution adopted as item no. 25 on December 22, 2008; and authorizing the County Mayor to engage outside counsel on a contingency fee basis, to engage a non-profit organization that provides legal services, and to provide in-kind services to, and pay a portion of the reasonable fees, costs and expenses incurred by, said not-profit organization if necessary. Sponsored by Commissioner J. W. Gibson, II.

ITEM ID: 622

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STEP: Originator
DATE: 3/17/2009
ORIGINATOR: mary.white Phone Number:545-4917
DECISION: APPROVE - Send To Department Head

STEP: Department Head
DATE: 3/17/2009
APPROVER: brian.kuhn Phone Number:545-4230
DECISION: APPROVE - Send To Division Director

STEP: Division Director
DATE: 3/17/2009
APPROVER: mike.swift
DECISION: APPROVE - Send To Attorney

STEP: Attorney Gatekeeper
DATE: 3/17/2009
APPROVER: edna.ward
DECISION: Send To Attorney

STEP: Attorney
DATE: 3/17/2009
APPROVER: brian.kuhn
DECISION: APPROVE - Send To Budget Review

STEP: General Budget Review
DATE: 3/17/2009
APPROVER: wanda.richards
DECISION: APPROVE - Send To Finance Department Administrator

STEP: Finance Administrator
DATE: 3/17/2009
APPROVER: mike.swift
DECISION: APPROVE - Send To CAO

STEP: CAO
DATE: 3/17/2009
APPROVER: jim.huntzicker
DECISION: APPROVED



SHELBY COUNTY GOVERNMENT
SHELBY COUNTY BOARD OF COMMISSIONERS
160 North Main #450
Memphis, TN 38103
545-4301
545-4283 fax

TO: Deidre Malone, Chairman

FROM: Mike Ritz, Commissioner

DATE: March 25, 2009

SUBJECT: DISCUSSION ITEM

Please schedule the following with the AUDIT Committee:

"Discussion – General Sessions Court Clerk –
Ongoing Audit and attached letter dated 9/7/07 with 12/23/08 Auditor's
Management letter

Rec'd 2-4-09
1526



Watkins Uiberall, PLLC
Certified Public Accountants & Financial Advisors
Independent Member of BKR International



December 23, 2008

To the Audit Committee of the
Shelby County Board of Commissioners and
the Mayor of Shelby County, Tennessee

In planning and performing our audit of the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented components units, each major fund, and the aggregate remaining fund information of Shelby County, Tennessee (the County) as of and for the year ended June 30, 2008, in accordance with auditing standards generally accepted in the United States of America, we considered the County's internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purposes of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, we do not express an opinion on the effectiveness of the County's internal control.

However, during our audit, we became aware of several matters that are opportunities for strengthening internal controls and operating efficiency. The memorandum that accompanies this letter summarizes our comments and suggestions regarding those matters. We previously reported on the County's internal control in our report dated December 23, 2008. This letter does not affect our report dated December 23, 2008, on the financial statements of the County.

The County's written response, if provided, to the comments identified has not been subjected to the audit procedures applied in the audit of the financial statements and, accordingly, we express no opinion on them.

We will review the status of these comments during our next audit engagement. We have already discussed many of these comments and suggestions with various County personnel, and we will be pleased to discuss them in further detail at your convenience, to perform any additional study of these matters, or to assist you in implementing the recommendations.

Sincerely,

Watkins Uiberall, PLLC
Banks, Finley White & Co.

Management Letter Points

Circuit Court Clerk

Duties are not adequately segregated among officials and employees in the office. Officials and employees responsible for maintaining the accounting records in the office are also involved in receipting and depositing funds, reconciling bank statements, and/or disbursing funds. Due to limited personnel and resources, management may not always be able to properly segregate duties among employees; however, we are required to bring this matter to your attention.

Response: The Circuit Court Clerk does have limited personnel and resources; therefore, management may not always be able to properly segregate duties among employees. However, we believe our audit controls are sufficient to protect this office and the Clerk of Court, Jimmy Moore.

Chancery Court Clerk

1. Bonds and investments held for others are not being reconciled to the general ledger. Without reconciliation, there could be unknown errors in the records or in the general ledger as a whole.

We recommend that these accounts be reconciled and that the individual records of the funds held for others be reconciled to the general ledger on a monthly basis.

Response: Chancery Court is in the process of updating its accounting process from a manual general ledger system to a computerized general ledger system. Once the computerized general ledger system is brought on line, this process will save the department sufficient time necessary to reconcile the individual records of the funds held for others to the general ledger on a regular basis.

2. Duties are not adequately segregated among officials and employees in the office. Officials and employees responsible for maintaining the accounting records in the office are also involved in receipting and depositing funds, reconciling bank statements, and/or disbursing funds. Due to limited personnel and resources, management may not always be able to properly segregate duties among employees, however, we are required to bring this matter to your attention.

Response: During the past year, Chancery Court has hired an accountant. Part of his responsibility will be to review the accounting policies and procedures of the accounting department and make necessary changes to ensure that appropriate controls are in place to properly segregate duties among employees.

In addition, the duties of the employees and officials will be reviewed, and changes made to make certain of the adherence to the internal controls designed to segregate the duties within the department will occur.

General Sessions Court Clerk – Civil

1. The General Sessions Court Clerk, Civil division uses a general ledger system and other software packages to perform various accounting functions for the Clerks' office. The cycle of transactions through each software program causes overstated balances in various accounts. The volume of transactions has created difficulty in reconciling general ledger accounts. As a result of these issues, certain accounts are more likely to contain incorrect balances and could potentially conceal fraud.

We recommend that the Clerk's office evaluate its entire accounting software system and make necessary changes to ensure a system that is established, reliable, and maintains proper safeguards.

2. Accounts Payable - Clearing and Judgments accounts are not being reconciled to the subsidiary ledgers. The subsidiary ledger is a listing of individuals and the related amounts held. Management is unable to reconcile these ledgers to the general ledger.

We recommend that the subsidiary ledgers be reconciled to the general ledger. If adjustments must be made, then make the necessary adjustments.

Response: Since the implementation of the ACS Courts application, there has been a tireless effort to correct errors that have been made. We are analyzing in the general ledger entries and making either the entries the system did not make or the entries that employees did not make. The correction of these errors will head to the correct subordinate ledger to general ledger balancing and ultimately the correct information on the bank reconciliation. The volume of our general ledger transactions does create difficulty in the expediency in which each analysis can be performed.

3. The Clerk maintains undeliverable funds which have not been remitted to the recipient. According to *Tennessee Code Annotated* 66-29-110, property that has remained unclaimed by the owner for more than one (1) year is presumed to be abandoned, except property in the custody or control of any state or federal court in any pending action. *Tennessee Code Annotated* 66-29-113 requires a report on abandoned property to be filed with the State and *Tennessee Code Annotated* 66-29-115 requires payment or delivery of the abandoned property to the State Treasurer.

We recommend that the *Tennessee Code Annotated* be followed and funds properly remitted to the State Treasurer.

Response: Not all funds that remain on our books over one year would fall within this statute (T.C.A. 66-29-110). Pending actions occur frequently on cases in General Sessions up to the point where a case is considered judgment satisfied. A recent County Attorney opinion on judicial attachments stated the clerk was absent authority to pay over funds to anyone without a court order and would not be subject to the unclaimed funds statute.

4. Bank statements have not been reconciled to the appropriate general ledger accounts since November 2007. Not reconciling the accounts on a monthly basis means that errors or other problems might not be recognized and resolved on a timely basis. Also, it is generally easier and less time-consuming to reconcile accounts while transactions are fresh in mind. We recommend that all bank accounts be reconciled each month prior to preparation of the monthly financial statements.

Response: Will assign an individual independent from the bookkeeping department to prepare the bank reconciliation on a monthly basis.

General Sessions Court Clerk – Criminal

Duties are not adequately segregated among officials and employees in the office. Officials and employees responsible for maintaining the accounting records in the office are also involved in receipting and depositing funds, reconciling bank statements, and/or disbursing funds. Due to limited personnel and resources, management may not always be able to properly segregate duties among employees; however, we are required to bring this matter to your attention.

Shelby County Register

Duties are not adequately segregated among officials and employees in the office. The employee responsible for preparing checks is also given the signed checks to mail. Controls over disbursements would be improved if all signed checks were given to an employee who does not have access to the accounts payable subsidiary ledger. This reduces the risk of writing checks to phony vendors. Due to limited personnel and resources, management may not always be able to properly segregate duties among employees; however, we are required to bring this matter to your attention.

Response: We feel that due to limited personnel the segregation of this duty is not possible at this time. We feel there are adequate safeguards already in place that add an additional layer of controls to this task.

Probate Court Clerk

1. The checking account does not reconcile to the general ledger. At June 30, 2008, the checking account reconciliation shows over \$3,600 more cash on hand than the general ledger. Without reconciliation, there could be unknown errors in the records or in the general ledger as a whole.

We recommend that the account be reconciled to the general ledger on a monthly basis with adjustments made monthly as needed.

Response: Discussed with Information Technology and will work together to make the adjustment so the general ledger will be in balance.

2. The funds held for others liability account which totals approximately \$737,000 is not being reconciled to the Trustee statements. The discrepancy between the account and the Trustee statements is approximately \$43,000. Funds held for others should be reconciled to the Trustee statements on a monthly basis. .

We recommend that the account be reconciled and that the individual records of the funds held for others be reconciled to the general ledger on a monthly basis.

Response: Will reconcile the Fund Account on a monthly basis backing it up to the Investment Account Summary & Agency Total from the Financial Report Menu. We will correct the general ledger to match the totals.

Juvenile Court Clerk

As noted in previous years, the Clerk maintains undeliverable funds which technically should be remitted to the State Treasurer in accordance with Tennessee unclaimed property statutes. Undeliverable funds held in the Clerk's office represent an accumulation of child support checks returned by the postal service indicating "incorrect or insufficient address" over at least a 29 year time frame. The Clerk believes that it is in a better position to locate individuals who are owed undeliverable funds and has demonstrated the ability to successfully locate many of these individuals and deliver the appropriate funds. While the Clerk and the State apparently have an understanding about this issue, this comment serves to note the noncompliance with the unclaimed property statutes.

According to *Tennessee Code Annotated* 66-29-110, property that has remained unclaimed by the owner for more than one (1) year is presumed to be abandoned, except property in the custody or control of any state or federal court in any pending action. *Tennessee Code Annotated* 66-29-113 requires a report on abandoned property to be filed with the state and *Tennessee Code Annotated* 66-29-115 requires payment or delivery of the abandoned property to the State Treasurer. In addition, *Tennessee Code Annotated* 66-29-115(d) states that property paid or delivered to the

State Treasurer shall include all interest earned on the account through the day the property is paid or delivered to the State Treasurer.

Response – As addressed in the previous year's management letter, all courts throughout the State involved in administering child support have the same type of undeliverable funds. It was agreed between the Clerk and State Treasurer that this office was in a better position to locate and disburse these unclaimed funds to the proper recipient. Utilizing TCSES (statewide child support system) and a contract with Accurant, a locator service, the office has been able to research, locate, notify and ultimately disburse these funds. To date the office has located approximately 1,140 accounts and disbursed \$872,914. Existing staff are utilized on this project as time allows which represents no additional costs to the taxpayer.

Shelby County Trustee

As noted in previous years, the State of Tennessee Division of County Audit has asserted that operating expenditures paid from the Trustee's commission account are in violation of State statute according to provisions of Section 8-22-104(a)(3), *Tennessee Code Annotated (TCA)*. The State has also asserted that a Shelby County Commission resolution passed on June 3, 1991 provides that the Trustee's purchases should be made through Shelby County's centralized purchasing system.

The Shelby County Trustee has responded that the Trustee is permitted under Section 8-22-107 of the *TCA* and Shelby County Home Rule Charter to perform his purchasing function and remit excess fees to Shelby County. Furthermore, the Trustee asserts that Section 8-22-104(a)(2) of the *TCA* states the Trustee shall remit fees, commissions, and charges collected in excess of salaries and expenses of the office to the County by the 10th of the following month.

Please refer to the State of Tennessee Limited Review of the Office of County Trustee, Shelby County, Tennessee for the period July 1, 2001 through January 31, 2003 for more information.

We recommend the Trustee, County officials, and State authorities work together with attorneys to resolve these issues.

Response – The Shelby County Trustee continues to believe that the Trustee is permitted under Section 8-22-107 of the TCA and the Shelby County Home Rule Charter to perform the purchasing function and remit excess fees to Shelby County. Furthermore, the Trustee asserts that Section 8-22-104(a)(2) of the TCA states that the Trustee shall remit fees, commissions, and charges collected in excess of salaries and expenses of the office to the County by the 10th of the following month.